



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Conduct a Public Hearing to consider:

- a) Certification of the Lodi Annexation Environmental Impact Report (EIR) as adequate CEQA analysis for the Westside Project.
- b) The Westside Project, which includes Annexation, Pre-zoning, Development Agreement, Amendments to the Bicycle Transportation Master Plan, and the Westside Facilities Master Plan to incorporate 151 acres into the City of Lodi to allow construction of 745 dwelling units, 3 neighborhood/community parks, and a public elementary school at 351 E. Sargent Road, 70 East Sargent Road, 212 East Sargent Road, and 402 East Sargent Road.

MEETING DATE: March 21, 2007

PREPARED BY: Randy Hatch, Community Development Director

RECOMMENDED ACTION: Take action in accordance with the following recommendations:

EIR

The Planning Commission **recommends** that the City Council **certify the Lodi Annexations EIR (EIR-05-01)** as adequate CEQA analysis for the Westside Project, adopt the Findings and Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program with specific modifications to Mitigation Measures (LU-1, LU-2 and TRANS-1).

Project Entitlements

Following the City Council's action to certify the EIR, Staff recommends that the City Council take the following actions related to the Westside Project:

- 1) **Approve** the request of Tom Doucette, FCB, to adopt a resolution of intent to **annex 151 acres** of land (AX-04-02) into the corporate limits of the City of Lodi.
- 2) **Approve** the request of Tom Doucette, FCB, for a **Prezone** (Z-04-03) to a Planned Development (PD) Zone for the entire Westside plan area.
- 3) **Approve** the request of Tom Doucette, FCB, for a **Development Agreement** (GM-05-002), setting the mutual entitlement obligations entered into between the City and the project applicant for the Westside project.
- 4) **Approve** the request of Tom Doucette, FCB, to **Amend the Conceptual Land Use/Circulation Plan of the Westside Facilities Master Plan**.
- 5) **Approve** the request of Tom Doucette, FCB, for an **Amendment to the Bicycle Master Plan**.

APPROVED: _____

Blair King, City Manager

SUMMARY

The following provides a brief overview of the Westside Project.

FCB Project Land Uses

| Area | Acres | Housing Units | | | | | | | Parks/ Basins &Trails (Acres) | Schools (Acres) |
|----------|-------|----------------|--------------------|-------------------|--------------------|-----------------|--------------------|----------------|--|--------------------|
| | | Low Density | | Medium Density | | High Density | | Total Units | | |
| | | Units | Overall Density | Units | Overall Density | Units | Overall Density | | | |
| Westside | 151 | 495 | 7 | 70 | 7.7 | 180 | 20 | 745 | 24 | 10 |

The Westside project would annex 151 acres of land from San Joaquin County into the City of Lodi, which could accommodate development of up to 745 residential units, 24 acres of parks/park basins and trails, an elementary school and related infrastructure. To implement the proposed project, the applicant has submitted applications for Annexation, Prezone, growth management unit allocation, and an Amendment to the land use plan within the Westside Facilities Master Plan and an Amendment to the Bicycle Master Plan. The growth management units would be allocated through the Development Agreement.

BACKGROUND

CITY COUNCIL ACTION: At the City Council meeting of November 1, 2006 prior to the public hearing on this project, it was disclosed that two Council Members own an interest in property within a 500 foot radius of the project. This constitutes a potential financial conflict of interest which would cause the effected Council Members to remove themselves from participation in this project. This project was continued to the November 15, 2006 meeting to allow Staff to research the potential conflict. At the November 15, 2006 meeting, the Council continued the project to February 21, 2007 to allow an appraiser to conduct a fiscal analysis to determine if a financial conflict actually exists. On February 21, 2007, the project was continued again until such time as the potential financial conflict analysis is completed. The results of the appraisal have been finalized, and the two potentially effected Council Members are aware of the fiscal implications the project may have on their properties. These two Council Members will use the information in the appraisal to determine if they need to remove themselves from participation in this project, prior to the commencement of the public hearing on this project.

Project Site Characteristics

The Westside project site is approximately 151 acres and is comprised of 4 parcels. The site is divided by Sargent Road (which would be renamed Lodi Avenue as part of this project). The project site consists of a triangular parcel north of Sargent Road and three rectangular parcels south of Sargent Road. The parcels south of Sargent Road are active vineyards. The triangular parcel on the north side of Sargent Road is a vacant unused field. The project site is entirely within the City's Sphere of Influence and the City's General Plan designates the project area as "PR" Planned Residential. The General Plan anticipated development of the PR designated properties by 2007.

Project Description

The Westside project is a master planned residential community that, if approved, could accommodate development of up to 745 new residential units, 24 acres of parks/park basins, trails and open space, a K-6 elementary school (10 acres), and related infrastructure. The proposed Westside land use plan is intended to guide future development of the project area. Detailed plans for development within the project area (including proposed setbacks, height, and architectural design of the homes) would be subject to review by the Planning Commission and City Council via a development plan and tentative subdivision maps.

Westside Land Use Plan



LODI WESTSIDE: Illustrative Land Use Plan

City of Lodi, CA

SCALE: 1" = 200'

FCB HOMES

The Westside land use plan designates the project site for development as follows:

- 99 acres of low density, single-family, dwelling units (up to 7 units per acre);
- 9 acres of medium-density dwelling units (7.1 to 20 units per acre);
- 9 acres of high-density dwelling units (20.1 to 30 units per acre);
- 10 acres of elementary school; and
- 24 acres of parkland (11.43 acres of upland park and 9.77 acres of basin area, 3.2 acres of trails).

CEQA/ENVIRONMENTAL ANALYSIS

Staff prepared one EIR to evaluate both of the proposed projects by FCB Homes: the SW Gateway Project and the Westside Project. On September 16, 2005, a Notice of Preparation (NOP) was circulated notifying responsible agencies and interested parties that an EIR would be prepared and indicating the environmental topics that were anticipated to be addressed in the EIR. A public scoping session, noticed to all property owners located within 500 feet of the projects, was held by the Planning Commission on October 12, 2005. Comments received by the City and at the public scoping meeting were taken into consideration during preparation of the EIR.

The Draft EIR was prepared and made available for public review on April 17, 2006. It was distributed to State and local agencies, posted at the County, and made available at the City Planning Offices and Public Library and the City's website. The Draft EIR was distributed to the Planning Commissioners (and City Council members) in April 2006. The Notice of Completion (NOC) was published on April 17, 2006.

The 45-day public comment period began on April 17, 2006 and closed on May 26, 2006. Written responses to each comment received were prepared, and the comments and responses were provided in a Response to Comments document.

The Draft EIR together with the Response to Comments document constitute the Final EIR, and the City Council must consider the analysis and conclusions in these documents prior to taking action on the Westside applications for Annexation, Prezone, Development Agreement, Bicycle Master Plan Amendment and Westside Facilities Master Plan Amendment. The Final EIR was distributed to the City Council on October 5, 2006.

The Planning Commission considered certification of the Final EIR at meetings on October 11, 2006 and October 25, 2006. The Commission's review of the document and their recommendations are described below.

Scope of the EIR

Based on concerns identified in the NOP and comments received during the public scoping meeting, the following topics were identified for evaluation within the EIR:

- Land Use, Agriculture and Planning Policy
- Traffic and Circulation
- Air Quality
- Noise
- Cultural and Paleontological Resources
- Geology, Soils and Seismicity
- Hydrology and Water Quality

- Biological Resources
- Hazards and Hazardous Materials
- Utilities
- Public Services
- Visual Resources
- Energy

Impacts identified in the Lodi Annexation EIR

Under CEQA, a significant impact on the environment is defined as: a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise and objects of historic or aesthetic significance.

Impacts Mitigated to Less-than-Significant Levels. The Lodi Annexation EIR identified certain potentially significant effects on land use, air quality, noise, cultural and paleontological resources, geology, soils and seismicity, hydrology and water quality, biological resources, hazards and hazardous materials, and visual resources that could result from the project. However, the adoption of the mitigation measures identified in the Draft EIR and incorporated in the Mitigation Monitoring Plan (see Attachment A of the draft EIR resolution) would reduce these significant or potentially significant effects to less-than-significant levels.

Significant Unavoidable Impacts. The Draft EIR and Response to Comments document identify several impacts on land use, transportation, circulation and parking, air quality, noise and visual resources that cannot be mitigated to a less-than-significant level even though all feasible mitigation measures have been identified and adopted as part of the project. CEQA requires the agency to support, in writing, the specific reasons for considering a project acceptable when significant impacts are not avoided or substantially lessened. If the specific economic, legal, social, technological or other benefits of the project outweigh the unavoidable adverse environmental effects, those effects may be considered acceptable. Staff has prepared a Statement of Overriding Considerations (see Attachment A of the draft EIR resolution) that concludes that notwithstanding the disclosure of the significant unavoidable impacts, there are specific overriding economic, legal, social, and other reasons for approving this project.

Cumulative Impacts. The Lodi Annexation EIR analyzed development that is likely to occur under the buildout of the General Plan in addition to specific development projects throughout the City to determine cumulative impacts of the proposed project. The EIR found that the project would exacerbate nonattainment of air quality standards within the San Joaquin Valley traffic circulation impact.

EIR Project Alternatives

The EIR considered four alternatives to the proposed project: the No Project/No Build Alternative, the Agricultural Residential Alternative, the Reduced Density Alternative, and the Increased High Density Alternative. As required by CEQA, the EIR identified an environmentally superior alternative. The No Project/No Build alternative was identified as the environmentally superior alternative in the strict sense that the environmental impacts associated with its implementation would be the least of all the scenarios examined (including the proposed project). In cases like this where the No Project/No Build alternative is the environmentally superior alternative, CEQA requires that the second most environmentally superior alternative be identified. The Agricultural Residential alternative would be considered the second most environmentally superior alternative. Under this alternative, there would be a reduction in potential land use impacts as the majority of the site would remain in agricultural production. However, this alternative would not meet the project objectives of providing increased residential opportunities for the City of Lodi, as well as providing parks and public facilities.

Response to Comments Document

The Response to Comment (RTC) document provides responses to comments on the Draft EIR and makes revisions to the Draft EIR, as necessary, in response to these comments or to amplify and clarify material in the Draft EIR. The following nine comment letters were submitted to the City of Lodi during the public review period:

- | | |
|---|----------------|
| 1. Department of California Highway Patrol S.M. Coutts, Captain | May 4, 2006 |
| 2. Department of Conservation, Division of Land Resource Protection Dennis J. O'Bryant, Acting Assistant Director | May 26, 2006 |
| 3. Department of Transportation, Tom Dumas, Chief of Office of Intermodal Planning | May 25, 2006 |
| 4. Pacific Gas and Electric Company Clifford J. Gleicher | May 26, 2006 |
| 5. Public Utilities Commission Kevin Boles, Utilities Engineer | April 26, 2006 |
| 6. San Joaquin County Public Works Andrea Vallejo, Assistant Transportation Planner | May 24, 2006 |
| 7. Governor's Office of Planning and Research State Clearinghouse and Planning Unit Terry Roberts, Director | May 26, 2006 |
| 8. San Joaquin Valley Air Pollution Control District Debbie Johnson, Air Quality Specialist | May 4, 2006 |
| 9. Wilson, Robert G. | May 23, 2006 |

Additionally, Staff received five EIR comment letters the week of October 9, 2006. The additional letters included a supplemental letter from Pacific Gas and Electric Company, Adams Broadwell Joseph and Cardoza on behalf of Citizens for Open Government, Sierra Club, Campaign for Common Ground, and the Clements Residents. CEQA does not require written responses to these letters as they were not submitted during the public comment period; however, staff provided responses to these letters for the Commission's consideration at their meeting on October 25, 2006.

Mitigation Monitoring and Reporting Program

The Mitigation Monitoring and Reporting Program (MMRP) is included as Chapter IV of the Response to Comments document (and as Attachment B of the Draft Resolution to Certify the EIR). The MMRP is in compliance with Section 15097 of the CEQA Guidelines, which requires that the Lead Agency "adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects." The MMRP lists mitigation measures recommended in the EIR and identifies mitigation monitoring requirements. The MMRP identifies the party responsible for carrying out the required actions, the approximate timeframe for the oversight agency and the party ultimately responsible for ensuring that the mitigation measure is implemented. Adoption of the Mitigation Monitoring Plan effectively makes the mitigations part of the project.

Findings and Statement of Overriding Considerations

The Lodi Annexation EIR stipulates that following the adoption and implementation of the mitigation measures recommended in the EIR, the proposed project would have significant unavoidable impacts on the environment.

Section 15090 of the CEQA Guidelines, requires the Lead Agency, prior to approving a project, to certify that:

- The Final EIR has been completed in compliance with CEQA;
- The Final EIR was presented to the decision-making body of the lead agency, and that the decision-making body reviewed and considered the information contained in the Final EIR prior to approving the project; and
- The Final EIR reflects the lead agency's independent judgment and analysis.

In addition Section 15091 states that no public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

- Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.
- Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
- Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

Section 15093 also requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable" if the jurisdiction states in writing the specific reasons to support its action based on the Final EIR and/or other information in the record.

Detailed findings to support certification of the Final EIR and adoption of a statement of overriding considerations are included herein as Attachment A of the Draft Resolution to certify the EIR.

Planning Commission Review/Recommendation. The Planning Commission considered certification of the Final EIR at meetings on October 11, 2006 and October 25, 2006. Several concerns and questions regarding the EIR were raised by the Commission and the public at the October 11 Commission meeting including:

- The project's inconsistency with the Westside Facilities Infrastructure Master Plan is not adequately addressed.
- The recommended mitigation for buffering the adjacent agricultural land is inadequate (Mitigation Measure LU-1). The Commission suggested that a buffer of 100 feet minimum be required.
- Traffic Mitigation Measures TRANS-1 and TRANS-2, which require the preparation of a Traffic Improvement and Financing Plan that has to be approved by the City Council prior to the approval of a Tentative Map, are not adequate and inappropriately defers mitigation.
- The recommended Air Quality Mitigation Measures may be inadequate and some of the measures included in the Adam's Broadwell letter should be included.
- Water supply, source and timing are not adequately addressed.
- The ability to treat wastewater from the project is a concern.

On October 25, 2006, staff presented responses to the Commission's concerns raised at the October 11, 2006 meeting. The Commission and the public posed several questions to staff related to agricultural mitigation, transportation impacts and review of subsequent approvals. Following the discussion, the

Planning Commission passed (6 in favor: 1 opposed) a motion recommending certification of the EIR with the modifications to some of the impacts and mitigation measures as detailed below.

Note: Recommended text to be added is shown in underline, and text to be deleted is shown in ~~strike-out~~.

Mitigation Measure LU-1: To reduce agricultural/residential land use incompatibilities, the following shall be required:

- a. The applicant shall inform and notify prospective buyers in writing, prior to purchase, about existing and on-going agricultural activities in the immediate area in the form of a disclosure statement. The notifications shall disclose that the residence is located in an agricultural area subject to ground and aerial applications of chemical and early morning or nighttime farm operations which may create noise, dust, et cetera. The language and format of such notification shall be reviewed and approved by the City Community Development Department prior to recordation of final map(s). Each disclosure statement shall be acknowledged with the signature of each prospective owner. Additionally, each prospective owner shall also be notified of the City of Lodi and the County of San Joaquin Right-to-Farm Ordinance.
- b. The conditions of approval for the tentative map(s) shall include requirements ensuring the approval of a suitable design and the installation of a landscaped open space buffer area, fences, and/or walls around the perimeter of the project site affected by the potential conflicts in land use to minimize conflicts between project residents, non-residential uses, and adjacent agricultural uses prior to occupancy of adjacent houses.
- c. Prior to recordation of the final map(s) for homes adjacent to existing agricultural operations, the applicant shall submit a detailed landscaping, wall and fencing plan for review and approval by the Community Development Department.
- d. Additionally, the applicant shall revise the plan prior to Tentative Map approval, to include an open space/landscape buffer with a minimum width of 100 feet. (LTS)

Impact LU-2: The proposed Westside and SW Gateway projects would result in the conversion of approximately 392 acres of Prime Farmland to non-agricultural uses, and the Other Areas to be Annexed would result in conversion of 39 acres of Prime Farmland when and if developed.

Both the Westside and SW Gateway project sites are primarily used in agricultural production, and are currently designated as Prime Farmland. Development of the proposed project would result in the conversion of Prime Farmland to non-agricultural uses. Additionally, when and if plans are proposed and approved for development within the Other Areas to be Annexed, the development may result in the conversion of prime farmland. There are no feasible mitigation measures that would reduce this impact to a less-than-significant level. This impact would be considered significant and unavoidable even with implementation of the following mitigation measure, which would minimize the impact but not to a less-than-significant level:

Mitigation Measure LU-2: Prior to issuance of a building permit after the first quarter of the combined building permits for the Westside and SW Gateway projects have been approved, or the approval of a parcel or Tentative Map that would result in the conversion of prime farmland within the Other Areas to be Annexed, the applicant shall provide and undertake a phasing and financing plan (to be approved by the City Council) for one of the following mitigation measures:

- (1) Identify acreage at a minimum ratio of 1:1 in kind (approximately a total of 392 acres of prime farmland for the Westside and SW Gateway projects and 39 acres for the Other Areas to be Annexed)(currently not protected or within an easement) to protect in perpetuity for a period of time to be determined (but not less than 15 years)

as an agricultural use in a location as determined appropriate by the City of Lodi in consultation with the Central Valley Farmland Trust, and pay a one time fee of \$5,000.00 to compensate City for monitoring cost/contingencies connected with management of the easements, or pay the monitoring costs as required by the Central Valley Farmland Trust; or

~~(2) Pay a fee equal to the value of 392 acres as determined by an independent qualified consultant retained by the City in consultation with the Central Valley Land Trust. The City will determine to whom the fee shall be paid; or~~

(2) With the City Council's approval, comply with the requirements of the County Agricultural Mitigation program, which is currently being developed, if it is adopted by the County prior to this mitigation measure being implemented. (SU)

Mitigation Measure TRANS-1: Each of the following mitigation measures shall be implemented to reduce the project's impact on the identified 16 intersections:

1a: Mitigation Measure AIR-2 identifies measures recommended by the SJVAPCD's "Guide for Assessing and Mitigating Air Quality Impacts" to reduce vehicle trips and associated air quality impacts. Implementation of the same measures would also reduce associated traffic impacts. The following are considered to be feasible and effective in further reducing vehicle trip generation and resulting emissions from the project and shall be implemented to the extent feasible and desired by the City:

- Provide pedestrian enhancing infrastructure that includes: sidewalks and pedestrian paths, direct pedestrian connections, street trees to shade sidewalks, pedestrian safety designs/infrastructure, street furniture and artwork, street lighting and or pedestrian signalization and signage.
- Provide bicycle enhancing infrastructure that includes: bikeways/paths connecting to a bikeway system, secure bicycle parking.
- Provide transit enhancing infrastructure that includes: transit shelters, benches, etc., street lighting, route signs and displays, and/or bus turnouts/bulbs.
- Provide park and ride lots.

The implementation of an aggressive trip reduction program with the appropriate incentives for non-auto travel can reduce project impacts by approximately 10 to 15 percent. Such a reduction would help minimize the project's impact.

1b: The implementation of each of the improvements listed in Table IV.B-6 would reduce the impacts to the identified 16 intersections to a less-than-significant level. To mitigate these impacts, the project applicant shall prepare a Traffic Mitigation Implementation and Financing Plan that details each of the physical improvements and the timing and geometric changes listed in Table IV.B-6 for both the Existing + Project and Cumulative scenarios (cumulative to address Impact TRANS-2), who will be responsible for implementing the improvement, how the improvement will be funded including a reimbursement program where appropriate; and the schedule or trigger for initiating and completing construction prior to the intersection operation degrading to an unacceptable level. The Plan may include an annual monitoring program of the intersections as a method for determining the schedule for implementing each improvement. The Plan shall take into account whether an improvement is already programmed and/or funded in a City or County program (i.e., Lodi Development Impact Mitigation Fee Program, San Joaquin County Regional Transportation Impact Fee, Measure K (existing or renewal program), and San Joaquin Council of Governments Regional Transportation Improvement Program. If an improvement is included in one or more of these programs, the Plan needs to consider whether the program's schedule for the improvement will meet the needs of the project and if not identify alternatives. The Plan shall

be submitted to City staff for review and City Council approval prior to submittal of a Development Plan Tentative Subdivision Map application.

Implementation of Measure TRANS-1a and TRANS-1b, would mitigate the project's impact on existing conditions to a less-than-significant level. However, the City may decide to not implement select improvements in order to avoid trending towards a community that is too orientated to the automobile, which would conflict with some of the General Plan policies that emphasize pedestrian scale. Additionally some of the improvements identified are short-term solutions that the City may not choose to implement if a more significant long-term improvement is being planned (i.e., reconstruction of the Kettleman Lane/SR 99 interchange). As a result, the project's impact at some intersections may be significant and unavoidable if the City chooses not to implement the recommended mitigation measure. (Potentially SU)

Staff is generally supportive of the Commission's recommendations on certification of the EIR, with the exception of the amendment to Mitigation Measure LU-1 (item d) that requires the Westside land use plan to be revised to include a 100-foot minimum open space landscape buffer.

Staff appreciates the concerns raised by the Commission and the public with respect to providing a buffer for agricultural uses. However, staff would caution the City Council's consideration of the recommended mitigation to provide a 100-foot buffer. Staff firmly believes that such a buffer is not required to reduce agricultural/residential land use incompatibilities to a less-than-significant level. Several cities and counties in central and northern California (including Lodi) have similar agriculture and residential interfaces. Some cities require agricultural buffers (Brentwood and Gilroy) and some cities have requirements that require agricultural uses to co-exist with residential uses by not allowing buffers (Livermore). If it is the desire of the City Council to have an open space buffer provided by the applicant when preparing detailed development plans, the City Council could impose this requirement as a condition of approval into the PD Rezoning. As a condition of approval, the City could have the flexibility of considering the appropriateness of the buffer at the time the detailed development plans are submitted. However, as a Mitigation Measure, the applicant would be required to provide a 100-foot buffer to mitigate the impact to a less-than-significant level unless a statement of overriding consideration is adopted.

As discussed in detail above, the Planning Commission recommended that the City Council certify the EIR with specific modifications. **Staff concurs with the Planning Commission recommendation to certify the EIR, but would note that careful consideration should be given to the Commissions recommendation to modify Mitigation Measures.**

WESTSIDE PROJECT ANALYSIS

1) Annexation. The Westside project area is located west of the current Lodi City limit, on the west side of existing development along Lower Sacramento Road, and is within San Joaquin County. As part of the proposed project the applicant intends to annex the 151-acre project area into the City of Lodi.

Lands must be within the City's Sphere of Influence (SOI) in order to be annexed. A Sphere of Influence is a planning tool adopted and used by LAFCO to designate the future boundary and service area for a City. The Westside project area is within the City of Lodi Sphere of Influence (adopted by LAFCO on August 24, 2004). The General Plan designates the project area as PR and the proposed development is consistent with the PR designation of the General Plan, which encourages a variety of housing densities (at an average density of less than 7 dwelling units per gross acre) and public uses within a cohesive development plan. The General Plan anticipated development of the areas designated PR within the lifetime of the current plan (by 2007).

The areas to be annexed are within the SOI, consistent with the General Plan designations, and would provide for contiguous urban growth, and a logical extension of public services; therefore, **staff recommends the City Council request LAFCO annexation approval of the Westside project area.**

2) Prezoning. Properties must have a City zoning code designation prior to annexation. Upon annexation, the proposed City of Lodi designation of Planned Development would supersede the County designations, and development will be subject to the development standards and regulations of the City. The Westside project includes a request for a pre-zoning designation to change the zone from the County zone of AU-20, Agriculture Urban Reserve with a minimum lot size of 20 acres, to a City zone of Planned Development (PD), with underlying uses as indicated on the Westside Land Use Plan (see page 3).

In accordance with State law, zoning designations must be consistent with General Plan designations. The proposed PD Zone would be consistent with the existing General Plan designation of PR (Planned Residential) because the proposed density of 6 units per gross acre is within the PR density maximum of 7 dwelling units per gross acre.

The applicant has submitted a Land Use Plan depicting the proposed layout of land uses within the project area. Final development plans will be subject to review by the Planning Commission prior to approval of any tentative subdivision maps, thereby allowing the Planning Commission to review final design details (architecture, setbacks, building height, landscaping, fencing, etc.) for each phase of the development.

Residential uses would be the primary land use within the Westside development plan. The different densities of residential uses would be interspersed throughout the project, and the applicant intends to develop several different lot sizes and housing types throughout the project area. Again, final development plans will be subject to review by the Planning Commission; however, the applicant has provided sample elevations for each housing type and the following housing descriptions to provide context to the intent of the conceptual development plan.

Low Density. The applicant proposes development of 495 low density residential units within the Westside plan area. Low density is defined in the General Plan as 0.1 to 7 dwelling units per gross acre. The low-density housing would be detached single-family units. The majority of lots for these units would be 5,500 to 6,000 square feet. However, there would be some large lots of up to 9,000 square feet. The units would be a mix of one and two stories and would range from 2,000 to 3,000 square feet and include a two-car garage.

Medium Density. The applicant proposes development of 70 medium density residential units within the Westside plan area. Medium density is defined in the General Plan as 7.1 to 20 dwelling units per gross acre. The medium density housing units would be detached single family homes designed for two residential lot types. The first lot type is designed at approximately 3,825 square feet with dimensions of 45 x 85 feet. On this type of lot, residential units would range from approximately 1,500 to 2,200 square feet with two-car garages. The second lot type is a cluster of four lots accessed by a common stub alley condition. This second lot type results in each lot size of approximately 3,300 square feet. The residential units would range from 1,300 to 1,800 square feet. Each unit would include a two-car garage.

High Density. The applicant proposes development of 180 high density residential units within the Westside plan area. High density is defined in the General Plan as 20.1 to 30 dwelling units per gross acre. The high density units would consist of townhome units that would range from approximately 1,100 to 1,700 square feet with two-car garages under each unit. The attached townhome units are grouped in segments of five to seven in each building.

The applicant has also provided conceptual landscaping plans for the streets and pedestrian trails within the Westside plan area. Final street widths and landscaping plans will be subject to review and approval by the Public Works and Fire Departments to insure that:

- a) streets are wide enough to serve as a utility corridor;
- b) street width and design are accessible for emergency vehicles;

- c) landscaping does not interfere with underground utilities;
- d) adequate room is provided for any above-ground utilities;
- e) streets are not too wide to inhibit a neighborhood feel and social interaction across the street;
- f) street width is not so wide as to promote speeding.

The Council should note that since the Commission meeting, staff has added the following Condition of Approval to the Rezoning Ordinance:

As part of Mitigation Measure LU-2 of the Lodi Annexations EIR (EIR-05-01) the developer has the option to comply with the San Joaquin County Agricultural Mitigation program or preserve 151 acres of agricultural land in perpetuity to mitigate significant impacts associated with conversion of the 151 acres of Prime Farmland within the Westside project. If the developer proceeds with the mitigation to preserve land within an agricultural easement, and the City of the Lodi becomes party to said easement, the developer shall pay the City a one-time administration fee of five thousand dollars. Said fee shall be paid prior to the approval of a quarter of the building permits within the Westside and Southwest Gateway projects (as per the timing of Mitigation Measure LU-2).

The proposed PD zone would allow for the development of 745 new residential units, development of neighborhood/community park, a school and related infrastructure as per the Westside development plan. The Westside project would provide a unique and well designed neighborhood that would promote the General Plan goals of providing a mixture of housing types. For these reasons, **staff recommends approval of the proposed Rezoning to Planned Development with the implementation of the Westside land use plan, and subsequent final development plans to be reviewed and approved by the Planning Commission and City Council.**

3) Development Agreement. A Development Agreement (DA) is a private party agreement between an applicant and the City that, if approved by the City Council, becomes an ordinance of the City. City Staff has negotiated a draft Development Agreement with the project applicant (the draft DA is included herein as an attachment to the draft DA Ordinance). Pursuant to the Draft DA, FCB has agreed to provide certain benefits to the City in exchange for a vested right to proceed with the development consistent with the development approvals. The term of the Development Agreement is 15 years. The vested right the developer obtains is the ability to proceed with the development as approved and to avoid the imposition of new regulations on the subsequent discretionary approvals (i.e., vesting tentative maps) for the development. Lastly, the DA allows the City to obtain certain benefits that may not have been able to secure through the general entitlement process.

A summary of the obligations and benefits included in the draft Development Agreement is provided below.

Development Agreement Project Obligations for FCB Westside Project

| Obligation | Benefit |
|--|---|
| Rehabilitate or pay the costs up to a total of \$1,250,000 for rehabilitating 25 single-family or multi-family residential units within a specified area within the City. | \$1,250,000 |
| Pay \$226,000 for use by the City for economic development actions including job creation, promoting retail sales and/or wine industry tourism all as determined by the City. | \$226,000 |
| Maintenance of specified public Improvements, including park, median strip and other landscaping maintenance and repair costs on dedicated lands for a period of two years. | Developer to provide the maintenance or pay for the maintenance costs for two years after acceptance by City |
| Pay \$2,600,000 to the City for use to acquire additional facilities, equipment and apparatus for the Lodi Fire Department. | \$2,600,000 |
| Installation of public art within the project with a value equal to \$150,000; art subject to approval by the City. | \$150,000 |
| Payment of \$300,000 as an endowment for the maintenance and operations cost of Hutchins Street Square. | \$300,000 |
| Community Facilities District formed to provide funding for payment of police, fire, library, recreation, flood control services and specified public facilities. | \$600 per single family attached or detached residential unit per year and \$175 per multi-family rental unit per year |
| Dedicate park land, design and complete construction of all the park improvements as described and set forth in the project approvals. | Full cost paid by Developer |
| Offer to dedicate 5-acre Aquatic Center. | \$200,000 per acre |
| All development approved as part of the project will be subject to uniformly applied increases in existing impact fee and to specified new fees as described herein. | Payment of development impact fees and water fees |
| Payment of a development fee for a proportionate share of the cost of the Highway 99 overpass at Harney Lane. | Cost of interchange funded, in part, by payment from Developer – Amount based on proportionate share of demand for interchange |
| Compliance with the San Joaquin County Agricultural Land Mitigation program pursuant to the ordinance and/or resolution to be adopted by the City. | Preservation of 151 acres of Prime Farmland |
| Payment of Electric Capital Improvement Mitigation fee pursuant to the ordinance and/or resolution to be adopted by the City. | Fees available for electric capital facilities based on ordinance adopted by City |
| Payment of development fee for proportionate share of the costs of designing and constructing a water treatment system and/or percolation system for treatment of water acquired from Woodbridge Irrigation District pursuant to the ordinance an/or resolution to be adopted by the City. | Cost of improvements funded, in part, by payment from Developer – Amount based on proportionate share of need created by the proposed development |
| Payment of Utility Exit Fees. | Developer pays full amount to PG&E |
| Installation of Water Well on Westside Project site. | Ensure appropriate water supply for project |
| Provide up to a maximum of \$50,000 to partially fund the City of Lodi Recycled Water Master Plan Study. | \$50,000 |

| Obligation | Benefit |
|--|--|
| All storm drain basins, facilities, controls interior to project. | Full cost paid by Developer |
| <p>Developer shall design, engineer and construct the following improvements or pay the City the appropriate fee for the improvements:</p> <ol style="list-style-type: none"> 1. Proportionate share for the surface water transmission main and storage tank; 2. All water, sewer, storm drain, recycled water pipes and related infrastructure in all streets within the project area; 3. Reconstruct Lodi Avenue west of Lower Sacramento Road to the western project boundary (Westside); 4. Reconstruct the Tokay Avenue/Lower Sacramento Road intersection to accommodate wider street sections; and 5. Pay fair share for traffic mitigation measures in EIR that are not projects within the Streets and Roads Fee Program. | Provide necessary infrastructure and improve Harney Lane and Highway 12 to meet City standards |

In exchange for these enhancements and for satisfying all of the conditions of approval and mitigation measures associated with the development project, the developer is obtaining a vested right to build up to 745 residential units over 15 years. Additionally, the Development Agreement allows flexibility in complying with the density percentages of the General Plan, defers detailed review of project architecture and design until development plans are submitted, and provides specific details on phasing and implementation.

Subsequent to the Development Agreement (DA) negotiations between the City and FCB Homes, Citizens for Open Government (COG) have entered into an agreement to amend the DA between the City and FCB. The purpose of the COG agreement is to insure certain development measures are imposed and to add clarification to the DA negotiated by the City and Developer. As shown in Exhibit L of the draft DA, this amendment to the DA would become part of the Westside Development Agreement if the Council acts to adopt said agreement. A summary of the terms and clarifications of the COG agreement are shown in the table below.

Terms of Amendment to Westside DA per Agreement with Citizens for Open Government

| Topic | Obligation |
|------------------------------|---|
| Agricultural Land Conversion | <ul style="list-style-type: none"> • Developer shall obtain permanent easements to be held by the City or other qualified entity. • Easements shall limit the use of property to agricultural uses and related activities per the agricultural zoning laws of the County. • Easements provided shall adhere to the adopted San Joaquin Agricultural Mitigation Program. • At a minimum, the easements shall be recorded on a 1:1 ratio for a total of approximately 152 acres. • If the easement is located in the Primary Zone of the San Joaquin Delta, the ratio shall increase to 2:1 • Developer shall comply with provisions of the County if they so chose to exclude certain lands from being used within easements. • Easements may only apply to land not currently protected by other perpetual open space easements • The cost of obtaining the easement shall rest with the developer. |

| Topic | Obligation |
|--|--|
| Agricultural Land Conversion <i>Continued</i> | <ul style="list-style-type: none"> • The developer shall pay an administration fee to cover costs of administering, monitoring, and enforcing the conservation easement in the amount determined by the entity that will hold the easement • The easements shall be recorded in the applicable ratios within any phased development of the project prior to the issuance of the first residential building permit within said phase. • The COG shall be notified of which lands will be preserved under the easements required under this agreement. If the COG and the City agree, the ratio of preservation (outside of the Delta Primary Zone) may be reduced if the lands to be preserved are of greater mitigation value. |
| Home Building Energy and Conservation Features | <ul style="list-style-type: none"> • Developer shall become a California Green Builder prior to construction of homes in the project. Green Builder program requires that all homes are at least 15% more energy efficient than currently mandated by Title 24. • Homes within the project shall contain a variety of alternative energy features (e.g., high efficient insulation, high performance windows, etc.) • Green Builder status requires the Developer to implement water conservation features that save 20,000 gallons per home per year. • Developer shall make available solar power features and electric car charging stations that home owners may elect to purchase. • At least 50% of the site construction waste shall be recycled or otherwise diverted from landfill disposal. • Project shall utilize only EPA approve fire places, wood stoves or pellet stoves when fireplaces are installed. • Developer will encourage landscape maintenance companies working within the project to use electric-powered equipment. • Developer shall plant shade trees where appropriate throughout the project. • Developer agrees to comply with the CA Green Builder program for high density land uses. |
| New Urbanism Neighborhood Design | <ul style="list-style-type: none"> • Developer shall maintain and promote the current project features that implement new urbanism features including: interconnected, walk-able parks and neighborhoods, bicycle friendly design, and well integrated and highly visible open space areas. • Developer is also committed to providing a visually interesting and well modulated range of housing types constructed of high quality materials. |
| Pedestrian Transit and Bicycle Infrastructure | <ul style="list-style-type: none"> • Developer will provide pedestrian enhancing infrastructure (sidewalks, pathways, street trees, street lighting and signalization, etc.) • Developer will provide bicycle-enhancing infrastructure (interconnected bike pathways and secure bike parking). |
| Lodi Eastside | <ul style="list-style-type: none"> • As part of the DA, the developer is obligated to restoring homes on the Eastside of Lodi. If the units that are selected for rehabilitation or replacement are currently at affordable rents for persons or families, the units shall remain affordable to persons of low income. |

| Topic | Obligation |
|--------------------|--|
| Water Supply | <ul style="list-style-type: none"> Additional entitlements for development shall not be granted for any dwellings within the project after total water use exceeds the projected safe groundwater yield of the project area until additional water sources are available. |
| Land Use Conflicts | <ul style="list-style-type: none"> Developer shall strive to phase development in a manner that will reduce land use conflicts with lands currently in agricultural use to the west. To the extent feasible, development shall occur from east to west. |

The applicant has submitted an application for 180 high density units, 70 medium density, and 495 low density growth management allocation units for the Westside project. To date, there are 3,268 total allocations available: 1,272 high density, 278 medium density and 1,265 low density allocations (this includes the reserve allocation – units not previously granted). The table below shows a history of growth management allocation units including reserve allocations units recently granted to the Reynolds Ranch and SW Gateway projects.

Growth Management Allocation History

| Density | Available Allocations | | | | |
|------------------------|--------------------------|------------------------|---|---|-----------------|
| | Scheduled from 1989-2006 | Granted from 1989-2005 | Reserve Units Granted to Reynolds Ranch (August 2006) | Reserve Units Granted to SW Gateway (November 2006) | Total Available |
| Low (0.1-7) | 4,903 | 2,893 | 150 | 300 | 1,560 |
| Medium (7.1-20) | 754 | 431 | 0 | 0 | 323 |
| High (20.1-30) | 1,885 | 0 ^a | 200 | 300 | 1,385 |
| TOTAL Available | 7,542 | 3,324 | 350 | 600 | 3,268 |

^a There have been high density allocations granted over the past 15 years; however they have expired or were withdrawn prior to issuance of building permits.

Allocations Assumptions through 2015

| Type | Pre-2007 Available Allocations | Annual Allocations Assumptions Based on 2% Growth Rate and 2.774 persons per household | | | | | | | | |
|---|--------------------------------|--|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 |
| Low Density | 1,560 | 300 | 306 | 313 | 319 | 325 | 332 | 338 | 345 | 352 |
| Medium Density | 323 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 |
| High Density | 1,385 | 116 | 118 | 120 | 122 | 125 | 127 | 130 | 133 | 135 |
| Total | 3,268 | 462 | 471 | 481 | 490 | 500 | 510 | 520 | 531 | 541 |
| Allocation per project in accordance with Development Agreements^a | | | | | | | | | | |
| Reynolds Ranch | -- | 73L | 73L | 73L | 73L | 73L | 73L | 73L | 73L | - |
| SW Gateway | -- | 59L | 59L | 59L | 59L | 59L | 59L | 58L | 58L | - |
| | | 75M | 29M | 28M | 28M | | | | | |
| Westside | -- | 215L | 70M | 40L | 40L | 40L | 40L | 40L | 40L | 40L |
| | | | | 180H | | | | | | |
| Total Granted per DA | -- | 422 | 231 | 380 | 200 | 172 | 172 | 171 | 171 | 40 |
| Allocations Remaining | | | | | | | | | | |
| Remaining Annual Allocations ^b | -- | 255 ^c | 240 | 101 | 290 | 328 | 338 | 349 | 360 | 501 |
| Total Allocations Remaining^d | 3,268 | 3,308 | 3,548 | 3,649 | 3,939 | 4,267 | 4,605 | 4,954 | 5,314 | 5,815 |

^a H=High Density, M=Medium Density and L=Low Density

- ^b Remaining annual allocation is the annual allocation assumption minus the allocations granted in the Development Agreements.
- ^c Allocations granted for the Westside Project in 2007 (215) would be granted from the unused reserve allocations (3,268). Allocations from the Reynolds Ranch and SW Gateway DAs are shown as a reduction from the annual allocations. As a result, the remaining allocation is the 2007 year allocation (462) minus the Reynolds Ranch DA allocation (73) and the SW Gateway DA allocation (134).
- ^d Total allocations remaining is the Pre-2007 available allocations (reserve) plus the remaining annual allocations.

Sources: Reynolds Ranch Development Agreement, SW Gateway Development Agreement and the Draft Development Agreement for the Westside Project.

Because the development stages allocations over nine years (2007 to 2015), thereby allowing ample allocations for other projects, and because the development agreement secures concessions from the applicant that would be of great benefit to the City, **staff recommends that the City Council adopt the Westside development agreement.**

4) Amendment to the Westside Facilities Master Plan. The Westside Facilities Master Plan (WFMP) was approved by the City Council on February 21, 2001. As stated in the City Council resolution of approval (2001-47), "The Westside Facilities Master Plan is intended to identify and plan for neighborhood and community parks, circulation and storm drainage improvements necessary to support 375 acres of existing and planned growth. The Plan serves as the basis for formulating and implementing capital improvement plans for public facilities within the plan area to meet the needs of growth projected by the City's General Plan. The Plan considered both existing and project growth in the plan area, as well as outside the plan area." The WFMP includes a land use and circulation plan (Figure 3, Shown on page 9 of the WFMP) that designates land within the plan area for specific land uses. As shown on the concept land use plan, the WFMP intended for a greenbelt corridor along the western edge of the land use plan. The WFMP states that the greenbelt was intended to be 200 to 300 feet in width to act as an "urban-agriculture interface" and that its benefits should be maximized by integrating storm management facilities, ecological balance and bio-diversity. Along with the land use plan, the WFMP also includes standards for street design and park and recreation uses.

The Westside project incorporates the land uses within the WFMP including the elementary school site, aquatic center site, neighborhood park adjacent to the aquatic center site, and residential uses in accordance with the PR land use designation. However, the Westside plan does not include the 200 to 300 foot greenbelt corridor on the western edge; therefore an amendment to the WFMP is required. The applicant's justification for this amendment is attached to this report.

The WFMP intended for the greenbelt corridor to be a dual use public area with parks and storm management facilities. After approval of the WFMP, the City commissioned a study to determine the viability of the greenbelt buffer to act as the storm water maintenance facility for the development of uses within the WFMP. Said study (completed by Nolte Associates) determined that the WFMP concept of an open space corridor along the westerly edge to be used for storm water management would require excavation of 9 feet for approximately 70 percent of the corridor, if it was to be 250 feet wide, and 6 to 1 slopes on each side of the corridor resulting in approximately 102 feet of width at the bottom of a 250-foot corridor. The study further concluded that active uses, such as ball fields, would be constrained and this design would only allow for passive uses, such as picnic areas and pedestrian walkways.

City staff had some concerns regarding whether the linear storm drainage system would best serve the City's somewhat evolving objectives. Some of the issues discussed amongst staff included the need for more active recreation uses (e.g., ball fields) and the possibility that City growth may continue west under the next General Plan. When working with City staff during the early development of FCB's Westside Plan, FCB considered pursuing a development that was more consistent with the concept of the WFMP land use plan. However, based on input from the former Community Development Director and Parks and Recreation Department staff, and FCB's objectives for development, FCB decided to pursue alternatives to the plan included in the WFMP. One alternative included a series of lakes throughout the development and the other a more traditional basin/park plan with a linear trail/park system throughout

the center of the project. Staff was generally supportive of both alternatives, but had concerns about the lakes plan due to the growing concerns over water supply.

FCB's Westside plan proposes a 50-foot wide (at minimum) open space spine within the center of the project area. The open space spine would include a meandering 10-foot, 6-inch wide pedestrian trail that would link pedestrians and cyclists to neighborhoods, schools and parks with the project. Drainage facilities for the Westside plan would be accommodated by dual use detention basins and parks, a common practice within the City. The WFMP also intended for the greenbelt area to act as an open space buffer between agriculture and urban uses. Per the Mitigation Measures of the EIR prepared for this project (Mitigation Measure LU-1), the Westside plan would accommodate a buffer between the proposed residential uses and existing agricultural uses by installing a landscape open space buffer area, fences, and/or walls along the western edge of the project site to minimize conflicts between future residents of the Westside project area and adjacent agricultural use. This design criterion is required as a Mitigation Measure of the EIR for this project (Mitigation Measure LU-1). Of note, the City Council has directed staff to consider extending the City's planning areas to the west beyond the area of the WFMP as part of the General Plan update process, which would negate the need for a permanent urban/agricultural interface in this location, moving it further to the west as determined by the updated General Plan.

Staff believes that the proposed Westside land use plan would meet the intent of the WFMP by:

- a) Providing a continuous, active open space feature through the project, which could connect to future projects to the south;
- b) Providing storm drainage facilities to manage the drainage within the project area;
- c) including the round-about street design feature on Lodi Avenue;
- d) Including an upland park site that could be utilized for an aquatic center and adjacent neighborhood park;
- e) Providing an elementary school site; and
- f) Providing for development of residential uses in accordance with the PR land use designations.

In summary, the proposed amendment allows for more active recreational uses than envisioned by the WFMP and a central trail spine that provides a bicycle and pedestrian link to schools, parks and neighborhoods within the project area.

The proposed amendment essentially moves the pedestrian linkages envisioned within the buffer of the WFMP to a central location within the project area to provide a desirable open space amenity within the project area. **Therefore, staff recommends approval of the request to amend the Westside Facilities Master Plan Conceptual Land Use and Circulation Plan to reflect the land uses within the Westside plan.**

5) Bike Plan Amendment. The Bicycle Transportation Master Plan includes Class I bike paths along the western edge of the project. The Master Plan also includes Class II bike paths on Lodi Avenue Lane, and a Class II or III bike path on Vine Street. The Westside project includes bike paths, specifically within the north/south trail, but this location does not conform to the location shown in the Master Plan. An amendment to the Bicycle Master Plan is required. Staff believes this amendment is consistent with the purposes of the Master Plan and would only be necessary to relocate the Class I bike path currently shown along the western edge to the central location proposed within the north/south pedestrian trail in the Westside plan. However, the north/south trail does not extend north of Sargent Road; therefore, a bike path connection between the WID canal and Sargent Road would have to be accommodated on a local street within the proposed development. The applicant intends to provide the remaining bike paths as per the Master Plan. **Staff recommends approval of the request by Tom Doucette, FCB, to amend the Bicycle Transportation Master Plan.**

Planning Commission Project Review. The Planning Commission considered approval of the Westside project at meetings on October 11, 2006 and October 25, 2006. Several concerns and questions were raised by the Commission and the public at the October 11, 2006 Commission meeting including:

- Concern regarding the applicant initiating a request for an amendment to the Westside Facilities Master Plan.
- Desire to include a minimum 100-foot landscape buffer along the western edge of the Westside project.
- Concerns related to the process and level of review of subsequent project approvals.

Following the Commission's action to recommend the certification of the EIR, a motion to recommend approval of the Westside Project was defeated on a 2:5 vote (2 in favor, 5 against). The Commission did not consider any alternative motions, but indicated that the defeated motion represented their recommendation to deny the project.

Modifications discussed by the Commission included: requiring a minimum of a 100-foot wide buffer along the western edge, delaying the Development Agreement until after the Prezoning was in place and Development Plans were submitted, requiring workshops with Commission before finalizing development plans, requiring a green building measures plan, and allowing design review to be conducted by the Commission instead of the Site Plan and Architectural Committee (SPARC).

RECOMMENDATION

As demonstrated within this report, staff recommends that the City Council take the following actions in this particular order, to implement the Westside Project:

1. Certify the EIR as adequate CEQA analysis of the Westside Project
2. Approve Annexation of 151 acres from San Joaquin County
3. Adopt the PD Pre-Zoning Designation, as conditioned, to implement to Westside Development Project
4. Adopt the Westside Project Development Agreement
5. Approve the Amendment to the Conceptual Land Use/Circulation Plan of the Westside Facilities Master Plan
6. Approve the Amendment to the Bicycle Master Plan

COUNCIL OPTIONS

Following certification of the Lodi Annexations EIR as adequate CEQA analysis for the Westside Project the Council may:

- Grant project approval for the Westside Project.
- Deny project approval for the Westside Project.
- Continue the item to a future City Council Meeting.

FISCAL IMPACT

The developer will be required, via implementation of the Westside Development Agreement, to participate in a Community Facilities District (CFD) for the project. Participation in this CFD is anticipated to offset public services costs associated with the development. No negative fiscal impact is anticipated as a result of the proposed projects.

FUNDING: None



Randy Hatch
Community Development Director

MM/RH/kc

Attachments: Applicant's Justification for Amendment to the Conceptual Land Use/Circulation Plan of the Westside Facilities Master Plan
EIR Resolution
Resolution – Amendment to Westside Facilities Master Plan
Resolution – Amendment to Bicycle Transportation Master Plan
Ordinance – Pre-Zoning
Resolution – Annexation
Ordinance – Development Agreement



FCB HOMES

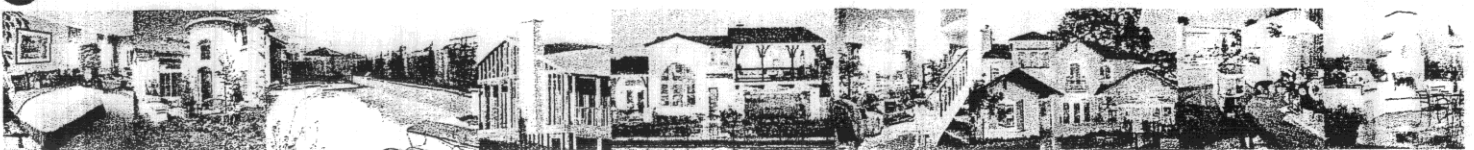
Westside Development Plan Design Memorandum

Introduction

The purpose of this memorandum is to describe design features in the Westside Development (WDP) as compared to the Westside Facilities Master Plan (WFMP). We will also discuss how and why the WDP park\basin system was developed. The design of parks and park\basins system took place over several years and involved City staff, independent consultants, LSA and representatives from FCB Homes. We believe the efforts of all the parties involved have resulted in an improved community plan for the following reasons.

- Pedestrian circulation is strongly encouraged and facilitated by locating the trail system in the middle of the community. The pedestrian trail is a central pedestrian spine that links all the parks and park basins from Harney Lane to the neighborhood north of Lodi Avenue.
- The pedestrian trail is conveniently located within a few blocks of all future residents in the community. In addition, the trail is a conduit to the schools, churches and shopping centers that serve the area. The proximity of the trail to residents and public destinations are critical design elements in walkable communities. The convenience and accessibility of the pedestrian trail will also encourage its use to access parks other destinations outside the Westside area.
- The park and trail system is distributed throughout the community. Neighborhood parks are designed on an appropriate scale that balances both active and passive uses.
- Safety and security is enhanced by having homes built around the parks and trails. Having "eyes on the park" promotes a public atmosphere where local people can monitor activity in the park all times.
- The parks and trail system can be easily phased as the community is built out over time. This insures the facilities will be built timely rather than having to accumulate impact fees from larger scale development before providing one large park.

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- The size and shape of the park\basins provide efficient storage of storm water.
- The objective of the Housing Element is to promote homeownership and higher average density by mixing high, medium and low densities within a community plan. The WDP is consistent with that objective by providing compact lot designs in the plan. Placing public open space areas within the community help offset the loss of private open space from more compact residential lot designs.
- Maintenance for the park and trail system will be a financial obligation for the new residents based on policies and practices of the City of Lodi that have been adopted in the last few years. The fact that the parks and trails are convenient, safe, efficient, useable, and close to the residents will be important to justify the on-going maintenance obligation for new residents.
- The park\basins feature wide areas that provide excellent joint use opportunities for both active playing fields and passive recreational activities.
- The concept of a large central park open space zone in the middle of the plan area, introduced in the WFMP, is retained in this WDP.

Westside Development Plan (WDP) Design Features

The WDP and the WFMP have many common design features and facilities. These common features include:

- Major circulation (streets).
- Size and location of roundabout in Lodi Avenue.
- Size and location of elementary school site.
- Size and location of a potential future swim center.
- Location of residential land uses.
- Pedestrian trail system (alternative location).
- Large central park and open space feature.

The design element that changed was the open space corridor on the western edge of the project. This corridor was part of conceptual design that was intended to provide storage for storm water and a pedestrian trail. The conceptual design included a series of shallow lagoons that would potentially function as a detention facility for storm water. However, no technical studies were conducted to evaluate the feasibility of this storage design as part of the WFMP planning effort.

Subsequent to the adoption of the WFMP, the City hired an engineering firm, Nolte and Associates Inc., to study the drainage requirements of the region as a component of the overall master storm drain plans. One of the major criteria for the Nolte study was the requirement to store a 100 year storm event for 48 hours. This criteria was driven by the design of the City's master storm drain system. Other park\basins downstream in the system have to be evacuated first to create room in the system to evacuate the Westside.

Accordingly, the storage requirement in the Westside is much higher than other areas of the City. Nolte's report concluded that the anticipated use of shallow lagoons for storage did not provide adequate control of upstream storm water. Nolte's report stated active control measures were necessary to hold the storage in the upper portions of the drainage shed until the lower portions could be discharged. These control measures would need coordinated operation to evacuate the storage systems in concert and completely before the next anticipated storm event.

Nolte identified three potential alternative storage systems to replace the WFMP design. All three alternatives were very different from the lagoon concept in the WFMP and are summarized below:

- 1) One single storage facility at the bottom of the system
- 2) Three separate storage basins along the corridor
- 3) A linear, virtually continuous, storage system stretching along the entire length of the Westside corridor.

The Nolte's report stated the third alternative, a linear continuous storage basin was the "preferred" alternative. This alternative was represented in the report as three long basins that used substantially all of the greenbelt corridor for drainage. These basins are not designed to hold water except for storm water runoff.

As we began to study the drainage alternatives with staff in late 2002 and 2003, we considered not only the Nolte alternatives but other storage concepts as well. We studied a 26 acre lake facility that could be used to manage storm water and provide irrigation for common area landscaping. We spent nearly a year working with staff to identify and explore infrastructure design challenges associated with the lake community concept. We simultaneously worked on a design that distributed the storm water storage requirements and the park area throughout the community connected by a central open space area and pedestrian trail. We also considered the original storm drain master plan that called for one large park\basin in the Westside. We concluded the advantages of a more traditional series of parks and park\basins connected by a pedestrian trail through the middle of the project supported promoting this design as the preferred alternative.

The rectangular park\basin with wide bottom areas is a superior design to store large quantities of water. Narrow linear basins are inefficient because so much area is used in creating the side slopes that there is a relatively modest area left for efficient storage. The traditional basins also provide a greater opportunity for active playing fields for much of the year. The WDP distributed parks and park\basins throughout the Westside totaling approximately 26 acres of joint use facilities and 12 acres of upland park versus 14 acres of upland park in one location in the WFMP.

It should be noted that the decision making process included City staff consultants and FCB Homes. All parties recognized the conflict with the WFMP. However, both the infrastructure realities and changing planning circumstances had to be considered. We have previously discussed the technical aspects of storm water, but also by the Spring of

2005 the City was looking beyond the boundary of the Westside planning area. The Planning Department was contemplating a new general plan process that involved looking further to the west of the WFMP boundary. Planning was considering the opportunity in the new general plan process to create a continuous greenbelt area further to the west of the existing sphere of influence that would span the entire west edge of Lodi. Some thought was being given on how this new west edge may relate to the greenbelt concepts being considered for the southern edge of Lodi, in the Armstrong Road corridor. This perspective was not part of the dialogue in 2000 when the WFMP was formulated.

Conclusion

The WFMP document prepared in 2000 was a planning effort undertaken to identify and plan for infrastructure and community facilities in the region. Growth was starting to occur and Planning staff wanted to develop some guidance in the areas, in part, because there was a total of 87 different parcels in the Westside. Staff wanted to look at issues that impacted the region versus a piecemeal approach. However, while planning staff included the public in the process, no technical studies were undertaken at the time to test the feasibility of the designs suggested in the WFMP. The General Plan was never amended for the WFMP. No master infrastructure plans or development impact fees were ever revised to implement the WFMP. In addition, planning and development circumstances changed in the years that followed the WFMP. For example, the WFMP did not address incorporating infrastructure for recycled or treated water because it was not considered an issue at that time. Also, Planning Staff has begun to look beyond the boundaries of the Westside for a continuous greenbelt that may span the future west edge of the City of Lodi.

The WFMP effort was the beginning of a long process to fine tune infrastructure plans in the Westside area. A significant amount of technical study and analysis of design alternatives have been evaluated to produce an attractive, functional and financially feasible drainage and open space plan. We believe this further analysis of the storm water storage requirement, pedestrian circulation, park maintenance and usage, as well as the utility of the overall open space is enhanced with the current Westside Development Plan. It took time and careful consideration of many different alternatives to reach this conclusion. Accordingly, the entire process should be viewed as an integral part of creating a thoughtfully planned community.

RESOLUTION NO. 2007-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI
CERTIFYING THE FINAL LODI ANNEXATION ENVIRONMENTAL IMPACT
REPORT (EIR-05-01), ADOPTING FINDINGS AND STATEMENT OF
OVERRIDING CONSIDERATIONS, AND ADOPTING THE MITIGATION
MONITORING AND REPORTING PROGRAM FOR THE WESTSIDE
ANNEXATION PROJECT

WHEREAS, the City Council of the City of Lodi has heretofore held a duly noticed public meeting on March 21, 2007, as required by law, to consider the Final Environmental Impact Report (EIR) (EIR-05-01); and

WHEREAS, the subject properties included in the evaluation are described as follows:

| APN | Site Address | Property Owner |
|------------|----------------------|------------------------|
| 029-380-05 | 351 East Sargent Rd. | Georgia Perlegos Et al |
| 027-040-01 | 70 East Sargent Rd. | Manna Trust |
| 027-04-020 | 212 East Sargent Rd. | DHKS Development |
| 027-04-030 | 402 East Sargent Rd. | Noble D. Fore Jr. II |

WHEREAS, on September 16, 2005, a Notice of Preparation was circulated notifying responsible agencies and interested parties that an EIR would be prepared, indicating the environmental topics that were anticipated to be addressed; and

WHEREAS, a Draft EIR (File No. EIR-05-01) was prepared in compliance with the California Environmental Quality Act (CEQA) of 1970, as amended, and the Guidelines provided there under; and

WHEREAS, a Notice of Availability for the Draft EIR was published in the Lodi News Sentinel and was posted at City Hall on April 17, 2006; and

WHEREAS, the Notice of Availability and copies of the Draft EIR were sent to Responsible Agencies and the State Office of Planning & Research (State Clearinghouse) on April 17, 2006; and

WHEREAS, a copy of the Draft EIR was kept on file for public review within the Community Development Department at 221 West Pine Street, Lodi, CA, and the public library and posted on the City's website for a 45-day comment period commencing on April 17, 2006 and ending on May 26, 2006; and

WHEREAS, the City of Lodi Planning Commission received comments and testimony on the Draft EIR from the following individuals on May 10, 2006, at 7:00 p.m. at the Carnegie Forum, 305 West Pine Street, Lodi, CA:

- Rick Gerlack
- Chairman Randy Heinitz
- Commissioner Doug Kuehne
- Commissioner Gina Moran
- Commissioner Bill Cummins

WHEREAS, the City received nine comment letters in response to the Notice of Completion from the following agencies/persons:

- | | |
|---|----------------|
| • Department of California Highway Patrol | May 4, 2006 |
| • Department of Conservation | May 26, 2006 |
| • Department of Transportation | May 25, 2006 |
| • Pacific Gas and Electric Company | May 26, 2006 |
| • Public Utilities Commission | April 26, 2006 |
| • San Joaquin County Public Works | May 24, 2006 |
| • Governor's Office of Planning and Research | May 26, 2006 |
| • San Joaquin Valley Air Pollution Control District | May 4, 2006 |
| • Robert G. Wilson | May 23, 2006 |

WHEREAS, a Response to Comments document was prepared in accordance with CEQA, which responds to comments received on the Draft EIR; and

WHEREAS, individual responses to the comments received on the Draft EIR were mailed to each commenting agency ten days prior to the Planning Commission recommendation for City Council certification of the Final EIR; and

WHEREAS, a Mitigation Monitoring and Reporting Program, prepared in accordance with CEQA, which lists mitigation measures recommended in the EIR; identifies mitigation monitoring requirements; identifies the party responsible for carrying out the required actions and the approximate timeframe for the oversight agency; and identifies the party ultimately responsible for ensuring that the mitigation measure is implemented, is included herein as Attachment B; and

WHEREAS, the City of Lodi Planning Commission held public hearings on the recommendation to the City Council on the adequacy of the EIR on October 11, 2006 and October 25, 2006 and made the recommendations for the City Council to modify Mitigation Measure LU-1, Impact Statement and Mitigation Measure LU-2, and Mitigation Measure Trans-2; and

WHEREAS, the City Council finds that the Planning Commission recommended changes in the Mitigation Measure are not all necessary to address project impact; and

WHEREAS, adoption of the Mitigation Monitoring and Reporting Program included herein as Attachment B effectively makes the mitigations part of the Westside Project.

NOW, THEREFORE, BE IT FOUND, DETERMINED, AND RESOLVED that the City Council has reviewed and considered the information contained in the Final Lodi Annexation EIR and finds that with regards to the Westside Project:

1. The Final EIR has been completed in compliance with CEQA.
2. The Final EIR was presented to the City Council, the decision-making body of the lead agency, and that the City Council reviewed and considered the information contained in the final EIR prior to recommending adoption to the City Council.
3. The Final EIR represents the independent judgment of the City.
4. The Planning Commission recommended change to modify to Mitigation Measures LU-1 is not necessary to address project impacts.

NOW, THEREFORE, BE IT FURTHER FOUND, DETERMINED, AND RESOLVED that, based upon the evidence within the Draft and Final Lodi Annexation EIRs, staff report, public comments, and the project file, the City Council of the City of Lodi makes the CEQA Findings (as described in Attachment A), adopts a Statement of Overriding Considerations (included in Attachment A), and hereby certifies EIR-05-01, all as they relate to the Westside Project; and

NOW, THEREFORE, BE IT FURTHER FOUND, DETERMINED, AND RESOLVED that the City Council of the City of Lodi hereby adopts the Mitigation Monitoring and Reporting Program included in Attachment B as it relates to the Westside Project.

Dated: March 21, 2007


I hereby certify that Resolution No. 2007-48 was passed and adopted by the City Council of the City of Lodi at a regular meeting held on March 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Katzakian, and Mayor Johnson

NOES: COUNCIL MEMBERS – Mounce

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – Hansen



RANDI JOHL
City Clerk

ATTACHMENT A

ENVIRONMENTAL IMPACT REPORT FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATION

LODI ANNEXATION EIR FOR WESTSIDE PROJECT

CEQA FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS

**Pursuant to Sections 15091 and 15093 of the
State CEQA Guidelines and Section 21081 of the Public Resources Code**

The Final Environmental Impact Report (Final EIR) prepared by the City of Lodi (City) for the Westside Project (project) consists of the Draft EIR (Lodi Annexation Environmental Impact Report, April 2006) and Responses to Comments Document (Lodi Annexation Environmental Impact Report Response to Comments Document, July 2006). The Final EIR identifies significant environmental impacts that will result from implementation of the project. However, the City finds that the inclusion of certain mitigation measures as part of project approval will reduce the majority of potentially significant impacts to less-than-significant levels. The impacts which are not reduced to less-than-significant levels are identified and overridden due to specific considerations that are described below.

As required by CEQA, the City, in adopting these CEQA Findings and Statement of Overriding Considerations, also adopts a Mitigation Monitoring and Reporting Program for the project. The City finds that the Mitigation Monitoring and Reporting Program, which is incorporated by reference and made a part of these findings included as Attachment A, meets the requirements of Public Resources Code Section 21081.6 by providing for the implementation and monitoring of measures intended to mitigate potentially significant effects of the project. In accordance with CEQA and the *CEQA Guidelines*, the City adopts these findings as part of the certification of the Final EIR for the projects. Pursuant to Public Resources Code Section 21082.1(c)(3), the City also finds that the Final EIR reflects the City's independent judgment as the lead agency for the project.

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Attachment A: Mitigation Monitoring and Reporting Program

SECTION 1: INTRODUCTION

1.1 Statutory Requirements for Findings

Section 15091 of the *CEQA Guidelines* states that:

(a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

- (1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.*
- (2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.*
- (3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.*

In short, CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to avoid or mitigate significant environmental impacts that will otherwise occur with implementation of the project. Project mitigation or alternatives are not required, however, where they are infeasible or where the responsibility for modifying the project lies with another agency.¹

For those significant effects that cannot be mitigated to a less-than-significant level, the public agency is required to find that specific overriding economic, legal, social, technological, or other benefits of the project outweigh the significant effects on the environment.² The *CEQA Guidelines* state in section 15093 that:

"If the specific economic, legal, social, technological, or other benefits of a propos[ed] project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered 'acceptable.'"

1.2 Record of Proceedings

For purposes of CEQA and the findings set forth herein, the record of proceedings for the City's decision on the project consists of: a) matters of common knowledge to the City, including, but not limited to, federal, State and local laws and regulations; and b) the following documents which are in the custody of the City:

¹ *CEQA Guidelines*, Section 15091 (a), (b).

² Public Resources Code Section 21081(b).

- Notice of Preparation and other public notices issued by the City in conjunction with the project (see Appendix A of the Draft EIR for the Notice of Preparation);
- The Public Review Draft EIR, dated April 2006;
- All written comments submitted by agencies and members of the public during the public comment period on the Draft EIR and responses to those comments (see *Lodi Annexation EIR Response to Comments Document*);
- The Mitigation Monitoring and Reporting Program (Attachment A);
- All findings, statements of overriding consideration, and resolutions adopted by the City in connection with the project, and all documents cited or referred therein;
- All final reports, studies, memoranda, maps, correspondence, and all planning documents prepared by the City or the consultants, or responsible or trustee agencies with respect to: a) the City's compliance with CEQA; b) development of the project site; or c) the City's action on the project; and
- All documents submitted to the City by agencies or members of the public in connection with development of the project.

1.3 Organization/Format of Findings

Section 2 of these findings contains a summary description of the project, sets forth the objectives of the project, and provides related background information. Section 3 identifies the potentially significant effects of the project that were determined to be mitigated to a less-than-significant level. All numbered references identifying specific mitigation measures refer to numbered mitigation measures found in the Draft EIR. Section 4 identifies the significant impacts that cannot be mitigated to a less-than-significant level even though all feasible mitigation measures have been identified and incorporated into the project. Section 5 identifies the project's potential environmental effects that were determined not to be significant, and do not require mitigation. Cumulative effects are discussed in Section 6. Section 7 discusses the feasibility of project alternatives and Section 8 includes the City's Statement of Overriding Considerations. These findings summarize the impacts and mitigation measures from the Draft EIR and Responses to Comments document. Full descriptions and analyses are contained in the original document.

SECTION 2: THE LODI ANNEXATION AREAS

The objectives for the Westside project are listed below.

1. Westside Project

- Develop a diversity of high quality housing types to meet housing needs within the City of Lodi.
- Provide affordable housing options within the City of Lodi.
- Provide park areas and recreational uses that help meet park standards within the City of Lodi.
- Develop a school site that would serve future residents of the proposed project as well as other Lodi residents.

- Develop an "open space pedestrian/bicycle spine" within the project site that connects to recreational and pedestrian amenities further south of the project site.
- Provide a site that could accommodate future development of an aquatic center.
- Provide adequate basin capacity for storm water detention.

2.1 Project Description

The Westside project would annex 151 acres of land from San Joaquin County into the City of Lodi, which could accommodate development of up to 745 new residential units, 24 acres of parks and trails, an elementary school and related infrastructure. To implement the proposed project, the applicant has submitted applications for annexation, prezone and growth management unit allocation. The growth management units will be allocated through the Development Agreement.

2.2 Alternatives

Based on the project objectives and anticipated environmental consequences, and pursuant to Section 15126.6 of the *CEQA Guidelines*, the following project alternatives were selected for analysis:

- The **No Project/No Build alternative**, which assumes the Westside and SW Gateway projects would not be annexed by the City and would not be developed. The agricultural use of the project site would continue, and no development would occur on the project site.
- The **Agricultural Residential alternative**, which assumes that the agricultural character of the project site would continue, and would provide one unit per 20 acres, which would allow 20 units. A density bonus would be granted which would allow 1 additional unit per 10 acres, which would result in a total of 60 units on the Westside and SW Gateway sites. No schools would be developed under this alternative. The aquatic center and some park area would be incorporated into the project site.
- The **Reduced Density alternative**, which assumes that the Westside site would be developed as is proposed under the project, and that the SW Gateway site would have an average of three units per gross acre. This would result in a total of 1,441 units. The SW Gateway site would not include a school site.
- The **Increased High Density Mix alternative**, which assumes that the high density development would have an average density of 25 dwelling units per acre, and the low density designation would have a density of three dwelling units per acre. This would result in a total of 2,317 units. Under this alternative, there would be no medium density residential units.

A more detailed description of these alternatives, and required findings, are set forth in Section 7: Feasibility of Project Alternatives.

SECTION 3: EFFECTS DETERMINED TO BE MITIGATED TO LESS-THAN-SIGNIFICANT LEVELS

The Draft EIR identified certain potentially significant effects that could result from the project. However, the City finds for each of the significant or potentially significant impacts identified in this section (Section 3) that based upon substantial evidence in the record, changes or alterations have been required or incorporated into the project which avoid or substantially lessen the significant

effects as identified in the Final EIR³ and, thus, that adoption of the mitigation measures set forth below will reduce these significant or potentially significant effects to less-than-significant levels. Adoption of the recommended mitigation measures will effectively make the mitigation measures part of the project.

3.1 Land Use

Impact LU-1: The proposed projects could result in a land use conflict with surrounding land uses.

Mitigation Measure LU-1: To reduce agricultural/residential land use incompatibilities, the following shall be required:

- a. The applicant shall inform and notify prospective buyers in writing, prior to purchase, about existing and on-going agricultural activities in the immediate area in the form of a disclosure statement. The notifications shall disclose that the residence is located in an agricultural area subject to ground and aerial applications of chemical and early morning or nighttime farm operations which may create noise, dust, et cetera. The language and format of such notification shall be reviewed and approved by the City Community Development Department prior to recordation of final map(s). Each disclosure statement shall be recorded at the County Recorder's Office and acknowledged with the signature of each prospective owner. Additionally, each prospective owner shall also be notified of the City of Lodi and the County of San Joaquin Right-to-Farm Ordinances.
- b. The conditions of approval for the tentative map(s) shall include requirements ensuring the approval of a suitable design and the installation of a landscaped open space buffer area, fences, and/or walls around the perimeter of the project site affected by the potential conflicts in land use to minimize conflicts between project residents, non-residential uses, and adjacent agricultural uses prior to occupancy of adjacent houses.
- c. Prior to recordation of the final map(s) for homes adjacent to existing agricultural operations, the applicant shall submit a detailed wall and fencing plan for review and approval by the Community Development Department.

Findings for Impact LU-1: Mitigation Measure LU-1, which requires notification of potential home buyers that they would be located adjacent to agricultural uses, and incorporation of buffers into project design, will reduce the potential incompatibilities between the residential land use and adjacent agricultural uses. The mitigation measures presented in Mitigation Measure LU-1 are feasible and effective measures to reduce the potential land use conflicts. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure LU-1 will be incorporated into the project via conditions of approval, and will reduce Impact LU-1 to a less-than-significant level.

3.2 Air Quality

Impact AIR-1: Demolition and construction period activities could generate significant dust, exhaust, and organic emissions.

³ *CEQA Guidelines*, Section 15091.

Mitigation Measure AIR-1a: Consistent with Regulation VIII, Fugitive PM₁₀ Prohibitions of the SJVAPCD, the following controls are required to be implemented at all construction sites and as specifications for the project.

- All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover.
- All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.
- All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.
- With the demolition of buildings up to six stories in height, all exterior surfaces of the building shall be wetted during demolition.
- When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.
- All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. (The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden.)
- Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emission utilizing sufficient water or chemical stabilizer/suppressant.
- Within urban areas, trackout shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday.
- Any site with 150 or more vehicle trips per day shall prevent carryout and trackout.

Additional Control Measures: Construction of the project requires the implementation of control measures set forth under Regulation VIII. The following additional control measures would further reduce construction emissions and should be implemented with the project:

- Limit traffic speeds on unpaved roads to 15 mph;
- Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than 1 percent;
- Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site;
- Install wind breaks at windward side(s) of construction area;
- Suspend excavation and grading activity when winds exceed 20 mph (regardless of wind-speed, an owner/operator must comply with Regulation VIII's 20 percent opacity limitation);
- Limit area excavation, grading, and other construction activity at any one time;

- Install baserock at entryways for all exiting trucks, and wash off the tires or tracks of all trucks and equipment in designated areas before leaving the site; and
- Suspend excavation and grading activity when winds (instantaneous gusts) exceed 20 mph.

Mitigation Measure AIR-1b: The following construction equipment mitigation measures are to be implemented at construction sites to reduce construction exhaust emissions:

- Use electric equipment for construction whenever possible in lieu of fossil fuel-fired equipment;
- Properly and routinely maintain all construction equipment, as recommended by the manufacturer manuals, to control exhaust emissions;
- Shut down equipment when not in use for extended periods of time to reduce emissions associated with idling emissions;
- Limit the hours of operation of heavy duty equipment and/or the amount of equipment in use; and
- Curtail construction during periods of high ambient pollutant concentrations; this may include ceasing of construction activity during the peak-hour of vehicular traffic on adjacent roadways, and "Spare The Air Days" declared by the District.

Implementation of these mitigation measures would reduce construction period air quality impacts to a less-than-significant level

Findings for Impact AIR-1: Mitigation Measure AIR-1, which requires the implementation of construction period dust and exhaust-control measures, will substantially lessen the project's short-term emissions of dust and exhaust. The short-term air quality measures listed in Mitigation Measure AIR-1 are feasible and are considered by air quality experts, including the San Joaquin Valley Air Pollution Control District, to be effective measures in reducing the short-term air quality impacts of construction projects. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure AIR-1 will be incorporated into the project via conditions of approval, and will reduce Impact AIR-1 to a less-than-significant level.

3.3 Noise

Impact NOISE-1: On-site construction activities would potentially result in short-term noise impacts on adjacent residential uses.

Mitigation Measure NOI-1a: Construction activities would need authorization under City issuance of construction permits before any work could commence on-site. Construction activities shall be limited to the hours of 7:00 a.m. to 10:00 p.m. Monday through Sunday, consistent with the City's Ordinance.

Mitigation Measure NOI-1b: All stationary noise generating construction equipment, such as air compressors and portable power generators, shall be located as far as practical from existing residences.

By meeting the hours of construction timeframe and minimizing noise from stationary construction equipment, the project will not result in a substantial temporary or periodic increase in ambient noise levels.

Finding for Impact NOISE-1: Mitigation Measures NOI-1a and NOI-1b requires the implementation of measures to control construction noise and will substantially lessen the adverse construction-period noise of the project. These mitigations comprise noise-control actions that have been successfully used by the City of Lodi, as well as municipalities throughout the State to substantially reduce construction period noise levels. Similar measures are incorporated into the conditions of approval for development projects throughout California, and are easily monitored during the actual construction period. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure NOI-1a and NOI-1b will be incorporated into the project via conditions of approval, and will reduce Impact NOI-1 to a less-than-significant level.

3.4 Cultural and Paleontological Resources

Impact CULT-1: Ground-disturbing activities in a portion of the Westside project area could adversely impact a historic archaeological resource.

Mitigation Measure CULT-1: Implementation of either Mitigation Measure CULT-1a or CULT-1b would reduce this impact to a less-than-significant level. In order to avoid possible work stoppage and project delays at the location of the resource, implementation of Mitigation Measure CULT-1(a) is the recommended alternative. The mitigation measure selected, however, shall be determined by the lead agency.

1a. Prior to the initiation of any project ground disturbance or any construction activities within 50 feet of archaeological site LAN-1, it shall be recorded on the appropriate State of California Department of Parks and Recreation DPR 523 forms. Prior to ground disturbance at this location, a qualified historical archaeologist shall evaluate the site for its eligibility for listing in the California Register. An evaluation shall include archival research and subsurface archaeological testing. If the site is determined to not be eligible for listing in the California Register, no further study or mitigation of the site is required. Shall the site or intact features within the site be found to be a historic or unique archaeological resource as defined under CEQA, project related impacts to the site shall be mitigated. If the deposits are eligible, they shall be avoided by adverse effects, or, if avoidance is not feasible, the adverse effects shall be mitigated. Mitigation may include, but is not limited to data recovery excavation. If data recovery excavation is appropriate, the excavation must be guided by a data recovery plan prepared and adopted prior to beginning the data recovery work. A report of findings shall be submitted to the project applicant, the City of Lodi, and the Central California Information Center (CCR Title 14(3) §15126.4(b)(3)(C)). This approach would reduce this impact to a less-than-significant level.

1b. Prior to any project activities within 50 feet of archaeological site LAN-1, it shall be recorded on the appropriate State of California Department of Parks and Recreation DPR523 forms. A qualified archaeologist shall monitor ground disturbing activities within 50 feet of LAN-1 in the Westside project area. Project activity shall cease in the immediate vicinity of a subsurface find and the discovery evaluated and appropriate treatment options developed. Archaeological monitors shall be empowered to halt construction activities at the location of

the discovery to review possible archaeological material and to protect the resource while the finds are being evaluated. Monitoring shall continue until, in the archaeologist's judgment, cultural resources are not likely to be encountered.

If subsurface historic archaeological deposits, e.g., wells, privies, and foundations, are encountered during project activities, all work within 25 feet of the discovery shall be redirected until the archaeological monitor can evaluate the finds and make recommendations. It is recommended that adverse effects to archaeological discoveries be avoided by project activities. If such deposits cannot be avoided, they shall be evaluated for their eligibility for listing on the California Register (i.e., it shall be determined whether they qualify as historical or unique archaeological resources under CEQA). If the deposits are not eligible, avoidance is not necessary. If the deposits are eligible, they shall be avoided by adverse effects, or, if avoidance is not feasible, the adverse effects shall be mitigated. If data recovery excavation is appropriate, the excavation must be guided by a data recovery plan prepared and adopted prior to beginning the data recovery work. A report of findings shall be submitted to the project applicant, the City of Lodi, and the Central California Information Center (CCR Title 14(3) §15126.4(b)(3)(C)). It is anticipated that this approach will reduce this impact to a less-than-significant level.

Findings for Impact CULT-1: Mitigation Measures CULT-1a or CULT-1b requires that a qualified archaeologist to either evaluate the project site for its eligibility for listing on the California Register, or to monitor during major ground-disturbing activities. The archaeologist shall be empowered to halt construction activities in the vicinity of archaeological materials to avoid damage to unidentified archaeological resources should they be discovered. Either Mitigation Measure CULT-1a or CULT-1b will ensure that the resource remains intact until its significance is determined, and a plan is prepared for the protection of the resource, if necessary. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure CULT-1a and CULT-1b will be incorporated into the project via conditions of approval, and will reduce Impact CULT-1 to a less-than-significant level.

Impact CULT-2: Ground disturbing activities at the Westside project area could adversely impact archaeological resources.

Mitigation Measure CULT-2: If prehistoric or historic archaeological materials are encountered during project activities, all work within 25 feet of the discovery shall be redirected and a qualified archaeologist contacted to evaluate the finds and make recommendations. It is recommended that adverse effects to such deposits be avoided by project activities. If such deposits cannot be avoided, they shall be evaluated for their eligibility for listing on the California Register (i.e., it shall be determined whether they qualify as historical or unique archaeological resources under CEQA). If the deposits are not eligible, avoidance is not necessary. If the deposits are eligible, they shall be avoided by adverse effects, or, if avoidance is not feasible, the adverse effects shall be mitigated. Mitigation may include, but is not limited to, thorough recording on Department of Parks and Recreation form 523 records (DPR 523) or data recovery excavation. If data recovery excavation is appropriate, the excavation must be guided by a data recovery plan prepared and adopted prior to beginning the data recovery work, and a report of findings shall be submitted to FCB, the City of Lodi, and the Central California Information Center (CCR Title 14(3) §15126.4(b)(3)(C)).

Findings for Impact CULT-2: Mitigation Measures CULT-2 requires construction activity, within 25 feet of a prehistoric or historic archaeological materials find, to be diverted and a qualified archaeologist to evaluate the finds and make recommendations. Mitigation Measure CULT-2 will ensure that the resource remains intact until its significance is determined, and a plan is prepared for the protection of the resource, if necessary. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure CULT-2 will be incorporated into the project via conditions of approval, and will reduce Impact CULT-2 to a less-than-significant level.

Impact CULT-4: Ground-disturbing activities associated with the project could disturb human remains, including those interred outside of formal cemeteries.

Mitigation Measure CULT-4: If human remains are encountered, work within 25 feet of the discovery will be redirected and the County Coroner notified immediately. At the same time, an archaeologist will be contacted to assess the situation. If the human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Most Likely Descendant (MLD) to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods.

Upon completion of the assessment, the archaeologist shall prepare a report documenting the methods and results, and provide recommendations for the treatment of the human remains and any associated cultural materials, as appropriate and in coordination with the recommendations of the MLD. The report shall be submitted to the project applicant, the City of Lodi, and the Central California Information Center.

It is anticipated that implementation of Mitigation Measure CULT-4 will reduce impacts to human remains to less-than-significant levels.

Findings for Impact CULT-4: Mitigation Measure CULT-4, which requires the developer to adhere to existing law and professional standards regarding the treatment of human remains, will substantially lessen the potential effects of the project on human remains, including Native American remains. Implementation of Mitigation Measure CULT-4 will ensure that human remains are evaluated for their cultural and archaeological importance and are protected from additional disturbance. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure CULT-4 will be incorporated into the project via conditions of approval, and will reduce Impact CULT-4 to a less-than-significant level.

Impact CULT-5: Ground disturbing activities within the project area could adversely impact paleontological resources.

Mitigation Measure CULT-5: If ground disturbing activity is anticipated below the project area soil layer, the initial ground disturbance below that depth in geologic units shall be monitored by a qualified paleontologist. Subsequent to monitoring this initial ground disturbance, the qualified paleontologist will make recommendations regarding further monitoring based on the initial findings. This can include, but is not limited to, continued monitoring, periodic reviews of ground disturbance below project area soil layers, or no further monitoring.

Pre-field monitoring preparation by a qualified paleontologist shall take into account specific details of project construction plans as well as information from available paleontological, geological, and geotechnical studies. Limited subsurface investigations may be appropriate for defining areas of paleontological sensitivity prior to ground disturbance.

If paleontological resources are encountered during project activities, all work within 25 feet of the discovery shall be redirected until the paleontological monitor has evaluated the resources, prepared a fossil locality form documenting them, and made recommendations regarding their treatment. If paleontological resources are identified, it is recommended that such resources be avoided by project activities. Paleontological monitors must be empowered to halt construction activities within 25 feet of the discovery to review the possible paleontological material and to protect the resource while it is being evaluated. If avoidance is not feasible, adverse effects to such resources shall be mitigated. Mitigation can include data recovery and analysis, preparation of a report and the accession of fossil material recovered to an accredited paleontological repository, such as the University of California Museum of Paleontology, Berkeley (UCMP).

Monitoring shall continue until, in the paleontologist's judgment, paleontological resources are no longer likely to be encountered. Upon project completion, a report shall be prepared documenting the methods and results of monitoring. Copies of this report shall be submitted to the project applicant, the City of Lodi Planning Department, and to the repository where fossils are accessioned.

Finding for Impact CULT-5: Mitigation Measure CULT-5, which sets protocol for the identification and protection of unidentified paleontological resources, will avoid the project's adverse effects to paleontological resources. Requiring a qualified paleontological monitor be present during ground disturbing activities below the soil layer will ensure that adequate measures are taken to protect unidentified resources. Requiring construction to halt if paleontological resources are found will allow such resources to be analyzed and protected (if necessary) without additional disturbance. The presence of a paleontological resources monitor can be easily verified in the field by the City. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure CULT-5 will be incorporated into the project via conditions of approval, and will reduce Impact CULT-5 to a less-than-significant level.

3.5 Geology, Soils and Seismicity

Impact GEO-1: Seismically-induced ground shaking at the project area could result in risk of loss of property, injury, or death.

Mitigation Measure GEO-1a: Each project's conditions of approval shall require the project be designed according to the most recent CBC and UBC Seismic Zone 3 requirements, applicable local codes, and be in accordance with the generally accepted standard for geotechnical practice for seismic design in Northern California.

Mitigation Measure GEO-1b: Prior to the approval of grading plans, the project applicant shall perform design-level geotechnical investigations and incorporate all recommendations into the project construction documents and grading plans.

Findings for Impact GEO-1: Requiring the project to be designed in accordance with the applicable Uniform Building Code and all applicable local codes is feasible, and will minimize hazards associated with ground shaking within the project site. These measures are commonly imposed on development projects in California and are considered to minimize the effect of earthquakes on new structures. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measures GEO-1a and GEO-1b will be incorporated into the project via conditions of approval, and will reduce Impact GEO-1 to a less-than-significant level.

Impact GEO-2: The project area contains soils that are moderately corrosive to buried metal objects.

Mitigation Measure GEO-2: If the project includes buried metal components, a corrosion engineer shall be retained to design corrosion protection systems appropriate for the project sites to be approved by the Community Development Department.

Findings for Impact GEO-2: The incorporation of a corrosion protection system into the proposed project will help ensure buried components of the proposed project are able to tolerate moderately corrosive soils at the project sites. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure GEO-2 will be incorporated into the project via conditions of approval, and will reduce Impact GEO-2 to a less-than-significant level.

3.6 Hydrology and Water Quality

Impact HYD-1: Increased runoff volume resulting from creation of new impervious surfaces could potentially exceed the capacity of downstream storm water conveyance structures, resulting in localized ponding and flooding.

Mitigation Measure HYD-1: Implementation of the following two-part mitigation measure would reduce potential impacts associated with increased peak runoff volumes to a less-than-significant level:

- 1a: As a condition of approval of the final grading and drainage plans for the projects, the Public Works department shall verify that the Master Utility Plan for the Westside site will comply with the City's stormwater requirements.
- 1b: Prior to the approval of the final grading and drainage plans for the Westside project, a hydraulic analysis shall be provided to the Public Works Department for verification that implementation of the proposed drainage plans would comply with the City's storm water requirements.

Findings for Impact HYD-1: The City finds that requiring compliance with stormwater requirements and a hydraulic analysis of the proposed project would help to ensure that new runoff from the site would not exceed the capacity of existing conveyance structures. The implementation of this measure will mitigate the potential effects of new impervious surfaces. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measures HYD-1 will be incorporated into the project via conditions of approval, and will reduce Impact HYD-1 to a less-than-significant level.

Impact HYD-2: Construction activities could result in degradation of water quality of storm water runoff and ground water quality in the Project area.

Mitigation Measure HYD-2: The project proponent for each development project shall prepare a Storm Water Pollution Prevention Plan (SWPPP) designed to reduce potential impacts to surface water quality through the construction period of the project. The SWPPP must be maintained on-site and made available to City inspectors and/or RWQCB staff upon request. The SWPPP shall include specific and detailed BMPs designed to mitigate construction-related pollutants. At minimum, BMPs shall include practices to minimize the contact of construction materials, equipment, and maintenance supplies (e.g., fuels, lubricants, paints, solvents, adhesives) with storm water. The SWPPP shall specify properly designed centralized storage areas that keep these materials out of the rain.

An important component of the storm water quality protection effort is the knowledge of the site supervisors and workers. To educate on-site personnel and maintain awareness of the importance of storm water quality protection, site supervisors shall conduct regular tailgate meetings to discuss pollution prevention. The frequency of the meetings and required personnel attendance list shall be specified in the SWPPP.

The SWPPP shall specify a monitoring program to be implemented by the construction site supervisor, which must include both dry and wet weather inspections. In addition, in accordance with State Water Resources Control Board Resolution No. 2001-046, monitoring would be required during the construction period for pollutants that may be present in the runoff that are "not visually detectable in runoff." RWQCB and/or City personnel, who may make unannounced site inspections, are empowered to levy considerable fines if it is determined that the SWPPP has not been properly prepared and implemented.

BMPs designed to reduce erosion of exposed soil may include, but are not limited to: soil stabilization controls, watering for dust control, perimeter silt fences, placement of hay bales, and sediment basins. The potential for erosion is generally increased if grading is performed during the rainy season as disturbed soil can be exposed to rainfall and storm runoff. If grading must be conducted during the rainy season, the primary BMPs selected shall focus on erosion control; that is, keeping sediment on the site. End-of-pipe sediment control measures (e.g., basins and traps) shall be used only as secondary measures. If hydroseeding is selected as the primary soil stabilization method, then these areas shall be seeded by September 1 and irrigated as necessary to ensure that adequate root development has occurred prior to October 1. Entry and egress from the construction site shall be carefully controlled to minimize off-site tracking of sediment. Vehicle and equipment wash-down facilities shall be designed to be accessible and functional during both dry and wet conditions.

The City Public Works Department shall review and approve the SWPPP and drainage plan prior to approval of the grading plan. City staff may require more stringent storm water treatment measures, at their discretion. Implementation of this mitigation would reduce the level of significance of this impact to a less-than-significant level.

Finding for Impact HYD-2: Mitigation Measure HYD-2, which requires the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) with both construction and operation-period Best Management Practices (BMPs), will substantially lessen the effects of the project on stormwater quality. A SWPPP is considered by the Regional Water Quality Control Board (RWQCB) to be an effective way to reduce the contamination of stormwater on a project site resulting from erosion and chemical contamination on impervious surfaces. The adequacy of the SWPPP (including associated BMPs) will be verified by the City prior to the initiation of ground-disturbing activities. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure HYD-2 will be incorporated into the project via conditions of approval, and will reduce Impact HYD-2 to a less-than-significant level.

Impact HYD-3: Dewatering may contain contaminants and if not properly managed could be detrimental to construction workers and the environment.

Mitigation Measure HYD-3: Each SWPPP shall include provisions for the proper management of construction-period dewatering. At minimum, all dewatering shall be contained prior to discharge to allow the sediment to settle out, and filtered, if necessary to ensure that only clear water is discharged to the storm or sanitary sewer system, as appropriate. In areas of suspected groundwater contamination (i.e., underlain by fill or near sites where chemical releases are known or suspected to have occurred), groundwater shall be analyzed by a State-certified laboratory for the suspected pollutants prior to discharge. Based on the results of the analytical testing, the project proponent shall acquire the appropriate permit(s) from the RWQCB prior to the release of any dewatering discharge into the storm drainage system.

Section IV.I, Hazards and Hazardous Materials, of this EIR, includes a discussion of the Remediation Action Plan (RAP) and Health and Safety Plan (HSP) for the site. Implementation of Mitigation Measure HAZ-4a, HAZ-4B, HAZ-4c, HAZ-4d, and HAZ-4e would ensure the safety of construction workers from hazardous concentrations of contaminants from soil and groundwater.

Proper implementation of the mitigation measure described above would reduce this impact to a less-than-significant level.

Finding for Impact HYD-3: Mitigation Measure HYD-3 requires that the Storm Water Pollution Prevention Plan (SWPPP) include provisions for the proper management of construction-period dewatering. The adequacy of the SWPPP dewatering provisions will be verified by the City prior to the initiation of ground-disturbing activities. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure HYD-3 will be incorporated into the project via conditions of approval, and will reduce Impact HYD-3 to a less-than-significant level.

3.7 Biological Resources

Impact BIO-1: Implementation of the project could impact western burrowing owl if this species occupies the Westside project site prior to the start of construction.

Mitigation Measure BIO-1: Implementation of these measures will reduce impacts to western burrowing owl to a less than significant level.

- 1a: Prior to approval of grading plans, the project proponent shall pay the appropriate fees to SJCOG, in accordance with the SJMSCP conservation strategy, for conversion of undeveloped lands.
- 1b: No more than 30 days prior to any ground disturbing activities, a qualified biologist shall conduct surveys for burrowing owls. If ground disturbing activities are delayed or suspended for more than 30 days after the initial preconstruction surveys, the site shall be resurveyed. All surveys shall be conducted in accordance with CDFG's Staff Report on Burrowing Owls (CDFG, 1995).
- 1c: If the preconstruction surveys identify burrowing owls on the site during the non-breeding season (September 1 through January 31) burrowing owls occupying the project site shall be evicted from the project site by passive relocation as described in the CDFG's Staff Report on Burrowing Owls (CDFG, 1995).
- 1d: If the preconstruction surveys identify burrowing owls on the site during the breeding season (February 1 through August 31) occupied burrows shall not be disturbed and shall be provided with a 75 meter (250-foot) protective buffer until and unless the SJMSCP Technical Advisory Committee (TAC), with the concurrence of CDFG representatives on the TAC; or unless a qualified biologist approved by CDFG verifies through non-invasive means that either: 1) the birds have not begun egg laying, or 2) juveniles from the occupied burrows are foraging independently and are capable of independent survival. Once the fledglings are capable of independent survival, the burrow(s) can be destroyed.

Findings for Impact BIO-1: The City finds that conducting surveys for the western burrowing owl, and adhering to the protocol set forth in Mitigation Measures BIO-1a, BIO-1b, BIO-1c, and BIO-1d is feasible and will adequately protect the species should it occur within the project site. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measures BIO-1a, BIO-1b, BIO-1c, and BIO-1d will be incorporated into the project via conditions of approval, and will reduce Impact BIO-1 to a less-than-significant level.

Impact BIO-2: Implementation of the project could impact nesting Swainson hawk or other nesting raptors if these species are present on the Westside site or prior to the start of construction.

Mitigation Measure BIO-2: Implementation of these measures will reduce impacts to nesting Swainson's hawk and other nesting raptors to a less-than-significant level.

- 2a: Prior to approval of grading plans, the project proponent shall pay the appropriate fees to SJCOG, in accordance with the SJMSCP conservation strategy, for conversion of undeveloped lands.
- 2b: Removal of suitable nest trees shall be completed during the non-nesting season (when the nests are unoccupied), between September 1 and February 15.
- 2c: If suitable nest trees will be retained and ground disturbing activities will commence during the nesting season (February 16 through August 31), all suitable nest trees on the site will be surveyed by a qualified biologist prior to initiating construction-related activities. Surveys

will be conducted no more than 14 days prior to the start of work. If an active nest is discovered, a 100-foot buffer shall be established around the nest tree and delineated using orange construction fence or equivalent. The buffer shall be maintained in place until the end of the breeding season or until the young have fledged, as determined by a qualified biologist.

In some instances, CDFG may approve decreasing the specified buffers with implementation of other avoidance and minimization measures (e.g., having a qualified biologist on-site during construction activities during the nesting season to monitor nesting activity). If no nesting is discovered, construction can begin as planned. Construction beginning during the non-nesting season and continuing into the nesting season shall not be subject to these measures.

Findings for Impact BIO-2: The City finds that surveying for nesting Swainson hawk or other nesting raptors, and adhering to the protocol set forth in Mitigation Measures BIO-2a, BIO-2b, BIO-2c, and BIO-2d is feasible and will adequately protect the these species may occur within the project site. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measures BIO-2a, BIO-2b, BIO-2c, and BIO-2d will be incorporated into the project via conditions of approval, and will reduce Impact BIO-2 to a less-than-significant level.

Impact BIO-3: The project will impact one area of vernal marsh (seasonal wetland).

Mitigation Measure BIO-3: Implementation of the following mitigation measures will reduce impacts to wetlands (i.e., vernal marsh) to less-than-significant levels.

3a: Wetlands permanently impacted during construction (approximately 0.02 acres) shall be mitigated through preservation, creation and/or restoration of the impacted resources at a minimum ratio of 1:1. If permits are required by ACOE and/or RWQCB, specific mitigation requirements, if different than described above, shall also become a condition(s) of project approval.

3b: Prior to approval of grading plans, the applicant shall obtain any regulatory permits required from the ACOE and/or RWQCB.

Findings for Impact BIO-3: The City finds that preservation, creation, or restoration of wetlands permanently impacted during construction, as well as obtaining all necessary regulatory permits, is feasible and will reduce impacts to wetlands within the project site to a less-than-significant level. These measures are considered adequate means of mitigation. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure BIO-3 will be incorporated into the project via conditions of approval, and will reduce Impact BIO-3 to a less-than-significant level.

3.8 Hazards and Hazardous Materials

Impact HAZ-1: Improper use, storage, or disposal of hazardous materials during construction activities could result in releases affecting construction workers, the public, and the environment.

Mitigation Measure HAZ-1: Preparation and implementation of the required SWPPP (see Mitigation Measures HYD-2 and HYD-3) would reduce the potential impacts of hazardous materials releases during construction to a less-than-significant level. No additional mitigation is required.

Findings for Impact HAZ-1: A SWPPP is considered to minimize environmental effects associated with the leakage or spill of hazardous materials used during the construction period. The City finds that a SWPPP is a feasible mitigation measure and will reduce risks associated with the use of hazardous materials during the construction period to a less-than-significant level. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure HAZ-1 will be incorporated into the project via conditions of approval, and will reduce Impact HAZ-1 to a less-than-significant level.

Impact HAZ-5: Many of the parcels within the project area contain hazardous materials that may be harmful to the public and the environment.

Mitigation Measure HAZ-5: Prior to approval of any demolition or construction permits, ASTs, pesticides, waste oil, equipment maintenance chemicals, discarded trash and debris shall be removed from the individual project site and disposed in accordance with applicable regulations.

Findings for Impact HAZ-5: The City finds removal of hazardous materials in accordance with applicable regulations as a feasible mitigation measure and will reduce risks associated the hazardous materials that may be on the project sites. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure HAZ-5 will be incorporated into the project via conditions of approval, and will reduce Impact HAZ-5 to a less-than-significant level.

Impact HAZ-6: The septic tanks and wells on the Westside site could potentially create a significant hazard to the public or the environment.

Mitigation Measure HAZ-6: Prior to approval of any grading plans or construction permits for each individual project, the wells and septic system shall be properly abandoned in accordance with applicable regulations.

Findings for Impact HAZ-6: The City finds removal of septic tanks and wells in accordance with applicable regulations as a feasible mitigation measure and will reduce risks associated with septic systems and wells. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure HAZ-6 will be incorporated into the project via conditions of approval, and will reduce Impact HAZ-6 to a less-than-significant level.

Impact HAZ-8: Demolition of buildings containing lead-based paint and asbestos-containing building materials and the removal of asbestos containing irrigation pipes could release airborne lead and asbestos particles, which may affect construction workers and the public.

Mitigation Measure HAZ-8: Implementation of the following two-part mitigation measure would reduce this impact to a less-than-significant level.

8a: As a condition of approval for a demolition permit for the project site buildings, an asbestos and lead-based paint survey shall be performed. If asbestos-containing materials are determined to be present, the materials shall be abated by a certified asbestos abatement

contractor in accordance with the regulations and notification requirements of the San Joaquin Valley Air Quality Control District. If lead-based paints are identified, then federal and State construction worker health and safety regulations shall be followed during renovation or demolition activities. If loose or peeling lead-based paint are identified, they shall be removed by a qualified lead abatement contractor and disposed of in accordance with existing hazardous waste regulations.

8b: As a condition of approval for grading plans for the project sites, an asbestos investigation of subsurface structures shall be conducted. If asbestos-containing materials are determined to be present, the materials shall be abated by a certified asbestos abatement contractor in accordance with the regulations and notification requirements of the San Joaquin Valley Air Quality Control District.

Finding for Impact HAZ-8: Mitigation Measures HAZ-8a and HAZ-8b require the investigation and abatement of asbestos and lead within the project sites prior to demolition and will substantially lessen the health risks resulting from the presence of these substances. After any necessary abatement, these materials will not pose a health threat to construction workers or future employees or customers of the project site. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measures HAZ-8a and HAZ-8b will be incorporated into the project via conditions of approval, and will reduce Impact HAZ-8 to a less-than-significant level.

3.9 Visual Resources

Impact VIS-2: The proposed project would create a new source of light and glare affecting day and nighttime views.

Mitigation Measure VIS-2: Outdoor lighting shall be designed to minimize glare and spillover to surrounding properties. The proposed project shall incorporate non-mirrored glass to minimize daylight glare.

Findings for Impact VIS-2: The City finds that designing outdoor lighting to minimize glare and spillover light and requiring non-mirrored glass in construction of the housing is a feasible mitigation measure and will reduce impacts associated with light and glare to a less-than-significant level. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure VIS-2 will be incorporated into the project via conditions of approval, and will reduce Impact VIS-2 to a less-than-significant level.

SECTION 4: SIGNIFICANT EFFECTS THAT MAY NOT BE MITIGATED TO A LESS-THAN-SIGNIFICANT LEVEL

The Draft EIR and Response to Comments document identify several impacts that cannot be mitigated to a less-than-significant level even though the City finds that all feasible mitigation measures have been identified and adopted as part of the project. The significant unavoidable impacts are discussed below.

4.1 Land use

Impact LU-2: The proposed projects would result in the conversion of approximately 151 acres of Prime Farmland to non-agricultural uses.

Mitigation Measure LU-2: Prior to issuance of a building permit after the first quarter of the combined building permits for the Westside have been approved, the applicant shall provide and undertake a phasing and financing plan (to be approved by the City Council) for one of the following mitigation measures:

- (1) Identify acreage at a minimum of 1:1 ratio in kind of approximately 151 acres of prime farmland (currently not protected or within an easement) to protect in perpetuity as an agricultural use in a location as determined appropriate by the City of Lodi in consultation with the Central Valley Land Trust; or
- ~~(2) Pay a fee equal to the value of 392 acres as determined by an independent qualified consultant retained by the City in consultation with the Central Valley Land Trust. The City will determine to whom the fee shall be paid.~~
- (2) With the City Council's approval, comply with the requirements of the County Agricultural mitigation program.

Findings for Impact LU-2: The proposed project would convert approximately 151 acres of prime farmland. While the mitigation measures would result in other farmland being preserved, the impact would remain significant and unavoidable. However, pursuant to Section 21091(a)(3) of the Public Resources Code, as described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable based on specific overriding considerations found herein in Section 8 below.

Impact LU-3: The proposed projects would result in a conflict with existing Agricultural Use and Williamson Act Contracts.

Mitigation Measure LU-3: The applicant shall pay all fees associated with terminating a Williamson Act Contract.

Findings for Impact LU-3: The proposed project would conflict with existing Williamson Act Contracts. While the applicant would pay all required fees associated with terminating a Williamson Act Contract, the proposed project would still result in significant impact. However, pursuant to Section 21091(a)(3) of the Public Resources Code, as described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable based on specific overriding considerations found herein in Section 8 below.

4.2 Transportation, Circulation and Parking

As is noted in the Final EIR, the City has the capacity to reduce to a less-than-significant level the impacted intersections in the project-related and cumulative conditions. However, as is noted in the EIR, the City may decide not to implement the identified improvement in order to further other City General Plan goals. As such, the potential transportation impacts is less-than-significant, but would be significant and unavoidable if the City decides not to implement selected improvements.

Impact TRANS-1: Implementation of the proposed project would significantly impact the level of service at 16 intersections under the Existing with Project scenario.

Mitigation Measure TRANS-1: Each of the following mitigation measures shall be implemented to reduce the project's impact on the identified 16 intersections:

1a: Mitigation Measure AIR-2 identifies measures recommended by the SJVAPCD's "*Guide for Assessing and Mitigating Air Quality Impacts*" to reduce vehicle trips and associated air quality impacts. Implementation of the same measures would also reduce associated traffic impacts. The following are considered to be feasible and effective in further reducing vehicle trip generation and resulting emissions from the project and shall be implemented to the extent feasible and desired by the City:

- Provide pedestrian enhancing infrastructure that includes: sidewalks and pedestrian paths, direct pedestrian connections, street trees to shade sidewalks, pedestrian safety designs/infrastructure, street furniture and artwork, street lighting and or pedestrian signalization and signage.
- Provide bicycle enhancing infrastructure that includes: bikeways/paths connecting to a bikeway system, secure bicycle parking.
- Provide transit enhancing infrastructure that includes: transit shelters, benches, etc., street lighting, route signs and displays, and/or bus turnouts/bulbs.
- Provide park and ride lots.

The implementation of an aggressive trip reduction program with the appropriate incentives for non-auto travel can reduce project impacts by approximately 10 to 15 percent. Such a reduction would help minimize the project's impact.

1b: The implementation of each of the improvements listed in Table IV.B-6 would reduce the impacts to the identified 16 intersections to a less-than-significant level. To mitigate these impacts, the project applicant shall prepare a Traffic Mitigation Implementation and Financing Plan that details each of the physical improvements and the timing and geometric changes listed in Table IV.B-6 for both the Existing + Project and Cumulative scenarios (cumulative to address Impact TRANS-2), who will be responsible for implementing the improvement, the applicant's fair share contribution towards the improvement, how the improvement will be funded including a reimbursement program where appropriate; and the schedule or trigger for initiating and completing construction prior to the intersection operation degrading to an unacceptable level. The Plan may include an annual monitoring program of the intersections as a method for determining the schedule for implementing each improvement. The Plan shall take into account whether an improvement is already programmed and/or funded in a City or County program (i.e., Lodi Development Impact Mitigation Fee Program, San Joaquin County Regional Transportation Impact Fee, Measure K (existing or renewal program), and San Joaquin Council of Governments Regional Transportation Improvement Program). If an improvement is included in one or more of these programs, the Plan needs to consider whether the programs schedule for the improvement will meet the needs of the project and if not identify alternatives. The Plan shall be submitted to City staff for review and City Council approval prior to submittal of a Development Plan application.

Implementation of Measure TRANS-1a and TRANS-1b, would mitigate the project's impact on existing conditions to a less-than-significant level. However, the City may decide to not implement select improvements in order to avoid trending towards a community that is too orientated to the automobile, which would conflict with some of the General Plan policies that emphasize pedestrian scale. Additionally some of the improvements identified are short-term solutions that the City may not choose to implement if a more significant long-term improvement is being planned (i.e., reconstruction of the Kettleman Lane/SR 99 interchange). As a result, the project's impact at some intersections may be significant and unavoidable if the City chooses not to implement the recommended mitigation measure.

Findings for Impact TRANS-1: The proposed project would significantly impact 16 intersections. While the mitigation measures are available to reduce potential impacts to a less-than-significant level, the City may decide to not implement measures so as to not conflict with some policies of the General Plan, thus resulting in a significant impact. However, pursuant to Section 21091(a)(3) of the Public Resources Code, as described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable based on specific overriding considerations found herein in Section 8 below.

Impact TRANS-2: Implementation of the proposed project would significantly impact the LOS at 21 intersections under the 2030 Cumulative scenario.

Mitigation Measure TRANS-2: Implementation of Measure TRANS-1a and TRANS-1b, would mitigate the project's contribution to Cumulative condition to a less-than-significant level at the 21 intersections that would be significantly impacted in the 2030 Cumulative condition. For the intersections that could be mitigated to a less-than significant level, the City may decide to not implement select improvements in order to avoid trending towards a community that is too orientated to the automobile, which would conflict with some of the General Plan policies that emphasize pedestrian scale. Additionally some of the improvements identified are short-term solutions that the City may not choose to implement if a more significant long-term improvement is being planned (i.e., reconstruction of the Kettleman Lane/SR 99 interchange).

Findings for Impact TRANS-2: The proposed project would significantly impact 21 intersections in the cumulative scenario. While the mitigation measures are available to reduce potential impacts to a less-than-significant level, the City may decided to not implement measures so as to not conflict with some policies identified in the General Plan. However, pursuant to Section 21091(a)(3) of the Public Resources Code, as described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable based on specific overriding considerations found herein in Section 8 below.

4.3 Air Quality

Impact AIR-2: Project-related regional emissions would exceed the SJVAPCD thresholds of significance for ozone precursors.

Mitigation Measure AIR-2: The SJVAPCD's "Guide for Assessing and Mitigating Air Quality Impacts" identifies potential mitigation measures for various types of projects. The Guide identifies a number of measures to further reducing vehicle trip generation and resulting emissions. The following measures shall be implemented to the extent feasible (it is noted that many of these features are already incorporated into the project).

- Provide pedestrian enhancing infrastructure that includes: sidewalks and pedestrian paths, direct pedestrian connections, street trees to shade sidewalks, pedestrian safety designs/infrastructure, street furniture and artwork, street lighting and or pedestrian signalization and signage.
- Provide bicycle enhancing infrastructure that includes: bikeways/paths connecting to a bikeway system, secure bicycle parking.
- Provide transit enhancing infrastructure that includes: transit shelters, benches, etc., street lighting, route signs and displays, and/or bus turnouts/bulbs.
- Provide park and ride lots.

The plans for each phase of the proposed project shall implement these measures to the extent feasible and appropriate. The implementation of an aggressive trip reduction program with the appropriate incentives for non-auto travel can reduce project impacts by approximately 10 to 15 percent. A reduction of this magnitude could reduce emissions, however, ozone precursors would still exceed the significance thresholds. There is no mitigation available with currently feasible technology to reduce the project's regional air quality impact by an additional 50 percent to a less-than-significant level. Therefore, the project's regional air quality impacts would remain significant and unavoidable.

Finding for Impact AIR-2: Implementation of trip reduction measures, such as providing transit facilities, sidewalks, and bicycle enhancing infrastructure, would reduce vehicle emissions by approximately 10 to 15 percent. However, this reduction would not be sufficient to reduce ozone precursors to below the significance threshold. Only substantially restricting private vehicle use in and around Lodi would reduce this impact to a less-than-significant level. However, such draconian measures are not socially or politically feasible. There are no other feasible measures that would reduce vehicle emissions from the project to below the SJVAPCD threshold. Pursuant to Section 21081(a)(3) of the Public Resources Code, as described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable based on the specific overriding considerations found in Section 8 below.

4.4 Noise

As is noted in the Final EIR, the City has the capacity to reduce to a less-than-significant level the impacted intersections in the project-related and cumulative conditions. However, as is noted in the EIR, the City may decide not to implement the identified improvement in order to further other City General Plan goals. As such, the potential transportation impacts is less-than-significant, but would be significant and unavoidable if the City decides not to implement selected improvements.

Impact NOI-2: Local traffic would generate long-term noise levels exceeding *Normally Acceptable* and *Conditionally Acceptable* noise levels on the project site.

Mitigation Measure NOI-2a: A 6-foot-high sound wall shall be constructed along the rear property line of all lots adjacent to Kettleman Lane, Lower Sacramento Road and Harney Lane.

Mitigation Measure NOI-2b: Mechanical ventilation (such as air conditioning) shall be installed in the proposed residential units adjacent to Kettleman Lane, Lower Sacramento Road and Harney Lane so that the windows can remain closed for prolonged periods of time.

Mitigation Measure NOI-2c: Windows with a minimum STC rating of STC-32 shall be installed in all units directly exposed to Kettleman Lane, Lower Sacramento Road and Harney Lane.

Mitigation Measure NOI-2d: A sound barrier with a minimum height of 5 feet is recommended for all upper floor outdoor use areas directly adjacent to Kettleman Lane, Lower Sacramento Road and Harney Lane.

Should the City determine that sound wall and sound barriers are not appropriate or feasible for the proposed project, the impact would be considered significant and unavoidable.

Findings for Impact NOI-2: Local traffic would generate long-term noise levels exceeding *Normally Acceptable* and *Conditionally Acceptable* noise levels on the project site. While the mitigation measures are available to reduce potential impacts to a less-than-significant level, the City may decide to not implement measures so as to create walled communities, thus resulting in a significant impact. However, pursuant to Section 21091(a)(3) of the Public Resources Code, as described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable based on specific overriding considerations found herein in Section 8 below.

4.5 Visual Resources

Impact VIS-1: The proposed project would degrade the existing visual character.

Mitigation Measure VIS-1: No mitigation is available to reduce this significant and unavoidable impact.

Findings for Impact VIS-1: The proposed project would result in the conversion of farmland, which would degrade the existing visual character; there are no mitigation measures available to reduce this impact to a less-than-significant level. However, pursuant to Section 21091(a)(3) of the Public Resources Code, as described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable based on specific overriding considerations found herein in Section 8 below.

4.6 Growth Inducement

Impact GROWTH-1: Potential growth-inducing impacts associated with the project's ability to facilitate development to the west if the City decides it wants to grow west.

Mitigation Measure GROWTH-1: No mitigation was identified to reduce this potentially significant and unavoidable impact.

Findings for Impact GROWTH-1: The proposed project could result in the growth-inducing impacts by facilitating development to the west if the City should decide that it wants to grow to the west. However, pursuant to Section 21091(a)(3) of the Public Resources Code, as described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable based on specific overriding considerations found herein in Section 8 below.

SECTION 5: EFFECTS DETERMINED TO BE LESS THAN SIGNIFICANT OR NOT SIGNIFICANT

The City finds that, based upon substantial evidence in the record, as discussed below, the following impacts associated with the project are not significant or less than significant.

5.1 Mineral Resources

The City of Lodi General Plan does not identify the project sites as mineral resources. Additionally, the San Joaquin County General Plan does not identify the project sites as significant sand and gravel aggregate resource areas or as generalized aggregate extraction sites. The project sites do not contain known mineral resources, and the majority of the project sites are in active agricultural uses.

5.2 Population, Employment and Housing

The City of Lodi Housing Element was adopted by the City in 2004. The Housing Element anticipated the development of the Westside and SW Gateway sites. As such, housing and population impacts were addressed within this Element, and the environmental impacts associated with Population and Housing were addressed in the EIR that was completed for the Housing Element.

SECTION 6: SIGNIFICANT CUMULATIVE EFFECTS

The cumulative analysis in the Draft EIR utilizes development that is likely to occur under the buildout of the General Plan in addition to specific development projects listed on page 324 of the Draft EIR.

6.1 Land Use and Planning Policy

The proposed project includes the development of the Westside project site, which is within the City's Sphere of Influence.

While the proposed project would develop land that is currently in agricultural production, this land is designated as "Planned Residential" within the City's General Plan. Additionally, the Housing Element of the General Plan identifies these sites as areas to be developed. As such, the project would not contribute to any significant cumulative land use impacts.

6.2 Transportation, Circulation and Parking

As noted in the Draft EIR, 21 intersections would be significantly impacted by the proposed project. However, all the intersection impacts could be reduced to a less than significant level with implementation of the identified mitigation measures discussed in Section IV.B of the Draft EIR. However, the City may choose not to implement some of these mitigation measures so as to further certain goals within the General Plan.

6.3 Air Quality

A number of individual projects in the City of Lodi may be under construction simultaneously with the proposed project. Depending on construction schedules and actual implementation of projects in the area, generation of fugitive dust and pollutant emissions during construction may result in short-term air pollutants, which would contribute to short-term cumulative air quality impacts. However, each individual project would be subject to SJVAPCD rules, regulations, and other mitigation requirements during construction.

Currently, the San Joaquin Valley is in non-attainment for ozone, PM₁₀ and PM_{2.5} standards. Construction of the proposed projects, in conjunction with other planned developments within the study area, would contribute to the non-attainment status. Thus, the proposed projects would exacerbate nonattainment of air quality standards within the San Joaquin Valley. Section IV.C, Air Quality, of the Draft EIR, includes a discussion of cumulative and future conditions related to air quality.

6.4 Noise

Implementation of the proposed project and cumulative projects would result in noise increase in the City of Lodi due to construction-period activity and increased traffic on City streets. However, noise increases associated with construction of the proposed project would be reduced to a less-than-significant level through the implementation of Mitigation Measure NOISE-1, which would restrict construction activities to daytime hours, reduce unnecessary idling of construction equipment, and require muffling of combustion engines. It is anticipated that cumulative projects in Lodi would incorporate these standard noise-reduction measures and that the project construction would not result in substantial adverse cumulative noise impacts. Cumulative traffic noise is discussed in Section IV.D, Noise, of the Draft EIR. Implementation of the proposed project would not be anticipated to significantly change noise levels.

6.5 Cultural and Paleontological Resources

Construction activities associated with the proposed project and cumulative projects could result in significant impacts to unidentified archaeological and paleontological resources, and human remains. However, like the proposed projects, the cumulative projects would be subject to extensive mitigation measures designed to protect unidentified cultural and paleontological resources. Such mitigation would include the monitoring of construction areas and ensuring that the recovery of human remains is reported to the proper authorities. With implementation of the proposed mitigation measures, the proposed projects would not result in any significant and unavoidable impact. The project would not contribute to any significant cumulative cultural and paleontological resources impact.

6.6 Geology, Soils and Seismicity

The potential cumulative impact for geology does not generally extend far beyond a project's boundaries, since geological impacts are confined to discrete spatial locations and do not combine to create an extensive cumulative impact condition. The exception to this generalization would occur where a large geologic feature (e.g., fault zone, massive landslide) might affect an extensive area, or where the development effects from the project could affect the geology of an off-site location. These circumstances are not present on the project site, and implementation of the project would not make a considerable contribution to a significant cumulative geologic impact.

6.7 Hydrology and Water Quality

The proposed project would result in an increase in impervious surface area and an increase in the amount of storm water generated on the project sites. Construction and operational impacts to stormwater that would result from implementation of the proposed project would be minimized through implementation of the SWPPP. The runoff from the project sites, in combination with other sites, could exceed the capacity of conveyance structures. The project applicant must incorporate design features and show the projects ability to contain and convey stormwater on the project site. It is anticipated that other cumulative projects in Lodi would be required to undergo the same water quality maintenance measures and would not result in cumulative adverse impacts to water quality.

6.8 Biological Resources

Impacts to biological resources from the proposed project would consist primarily of loss agricultural lands (row crops and orchards) and nonnative grassland, which provide foraging habitat for several special status species, and potential impacts to burrowing owl, Swainson's hawks nesting habitat, and seasonal wetlands. Except for the potential impacts to seasonal wetlands, impacts to biological resources resulting from project implementation will be offset through the City's implementation of the SJMSCP conservation strategy. The SJMSCP conservation strategy was developed in consideration of projected growth in San Joaquin County, and thus was developed to minimize cumulative impacts to SJMSCP covered species. In addition, other projects in the area with similar impacts to biological resources are also likely to implement the SJMSCP conservation strategy. Consequently, with implementation of the SJMSCP conservation strategy, the project will not result in significant cumulative impacts to SJMSCP covered species.

Potential project impacts to seasonal wetlands will be minor due to the small area affected, the low habitat value associated with the seasonal wetlands on the project site, and the proposed mitigation that will reduce impacts to a level less than significant. Consequently, although other projects in the area could result in impacts to similar wetlands, the project will not result in significant cumulative affect to seasonal wetlands.

6.9 Hazards and Hazardous Materials

As two of several residential developments within the City of Lodi, the project would contribute to increase in the generation of household hazardous wastes in the City. Implementation of the proposed projects would help to ensure that existing hazardous materials contamination on the project site is remediated. Given the residential nature of the proposed projects, it is unlikely that the project would involve the use or storage of large quantities of hazardous materials or waste. The proposed project would not result in significant cumulative hazardous materials impact.

6.10 Utilities

Development of the proposed project, in addition to other future development in the area would cumulatively increase the demand on utility providers and infrastructures in the project area. None of the various public services or utilities analyzed would experience significant impacts that could not be mitigated to a less-than-significant level. As such, no significant cumulative impact would result. A water analysis has determined that there is enough water to serve the proposed projects. Additionally, there is enough capacity within the City's wastewater system to serve the project site. The proposed project would require the construction of connections to the water system, wastewater system, and storm drainage facilities. The project applicant would be required to pay its fair share to construct any improvements needed to serve the project, and would therefore not contribute to a cumulative impact.

6.11 Public Services

Development of the proposed project, in conjunction with planned future area development would cumulatively increase the demand on public services in the project area. None of the public services analyzed would experience significant unavoidable impacts with the implementation of mitigation measures. The proposed project includes a potential site for a future fire station and the City will fund additional fire department staff via the General Fund and other available revenue from the project. The project would result in need for additional police staff to meet service ratios. However, the police

department currently does not meet service ratios, and the need for additional staff would result in a fiscal impact, not as a significant environmental impact. In addition to paying applicable school impact fees, acreage is provided within the Westside for school facilities. It is assumed that other cumulative projects would be required to pay school mitigation fees, which would reduce the cumulative impact to school services to a less-than-significant level.

6.12 Visual Resources

The proposed project would transform an area that is currently land in agricultural use to residential and public uses. This development would be considered similar in type and density to development immediately adjacent to the west. Removing land in agricultural production and replacing it with residential development would result in a significant and unavoidable visual impact. However, the City of Lodi General Plan identifies the project sites as areas to be developed. As such, the project site would not result in a significant cumulative visual impact.

6.13 Energy

Implementation of the proposed project would result in an increase in energy consumption. Demolition and construction activities associated with the project would result in the nonreversible use of energy resources such as fuel and bound energy in the form of construction materials. The installation of the new electrical substation, located on a parcel adjacent to Kettleman Lane, would be designed to accommodate the additional electrical demand of the proposed project. Energy conservation standards contained in the California Code of Regulations (Title 24) for new residential and commercial development would ensure that the new development would be designed to reduce wasteful, inefficient and unnecessary use of electricity.

Energy consumed for transportation would be subject to the fuel efficiency standards for vehicles in California, which are designed to reduce wasteful and inefficient energy use in private vehicles. The project would include pedestrian and bicycle design elements to further reduce the consumption of energy for transportation. The inclusion of parks and schools within walkable distances from the residential areas within the project sites would reduce vehicle miles traveled associated with the implementation of the proposed project.

The proposed project would result in an increase in demand for energy, but established State and federal standards are in place to curtail wasteful, inefficient and unnecessary use of energy.

SECTION 7: FEASIBILITY OF PROJECT ALTERNATIVES

7.1 Project Alternatives

The Draft EIR included four alternatives: the No Project/No Build Alternative, the Agricultural Residential Alternative, the Reduced Density Alternative, and the Increased High Density Alternative. Each of these alternatives discusses on the development of the Westside project site.

The City Council hereby concludes that the Draft EIR sets forth a reasonable range of alternatives to the Westside Project so as to foster informed public participation and informed decision making. The City Council finds that the alternatives identified and described in the Draft EIR were considered and further finds them to be infeasible for the specific economic, social, or other considerations set forth below pursuant to CEQA section 21081(c).

7.1.1 No Project/No Build Alternative. The No Project/No Build alternative assumes that the project sites would generally remain in their existing conditions and would not be subject to development. Under this alternative, the project sites would not be incorporated into the City of Lodi, and existing agricultural use of the project site would continue. There would be no structures constructed on the project sites, and all existing structures would remain. The schools, aquatic center, parks, and park basins would not be built.

Findings. The No Project/No Build alternative would not achieve any of the objectives for the Westside project. This alternative would not result in the significant unavoidable environmental impact related to implementation of the project. However, the No Project/No Build alternative would not result in the construction of any housing or recreational facilities. Therefore, the City rejects the No Project/No Build alternative.

7.1.2 Agricultural Residential Alternative. The Agricultural Residential alternative would retain the agricultural character of the project site, and would provide residential housing at a density of 1 unit per 20 acres. A density bonus would be granted which would allow 1 additional unit per 10 acres. This would result in a total of approximately 20 units on the Westside site. Agricultural uses would still occur on the project site, but the acreage would be reduced so as to accommodate the 20 units. The Westside site would be annexed by the City of Lodi.

This alternative would not include the construction of any schools on the project site. The aquatic center and some park area would be incorporated into the project site. However, no park/basins would be included on the project sites.

Findings. The Agricultural Residential alternative would not achieve the following objectives of the proposed project:

Westside Project.

- Develop a diversity of high quality housing types to meet housing needs within the City of Lodi.
- Provide affordable housing options within the City of Lodi.
- Develop a school site that would serve future residents of the proposed project as well as other Lodi residents.
- Develop an "open space pedestrian/bicycle central spine" within the project site that connects to recreational and pedestrian amenities further south of the project site.
- Provide a site that could accommodate future development of an aquatic center.
- Provide adequate basin capacity for storm water detention.

The alternative would result in the creation of significantly fewer housing units and recreational facilities. Additionally, this alternative would not provide school sites or the same amount of recreational facilities. Therefore, the City rejects the Agricultural Residential Alternative.

7.1.3 The Reduced Density Alternative. The Reduced Density alternative would reduce the density of the SW Gateway project and develop the Westside project site as the proposed project would. The Westside project would include 370 low density units, 195 medium density units, and 175 high density units. In addition, the Westside project would include the aquatic center, 20 acres of parks and park/basins, and 10.6 acres school site. The SW Gateway site would have approximately 681 low density homes, which would average three units per gross acre. The SW Gateway site would include approximately 30 acres of parks and park/basins, but would not include a school site.

Findings. The Reduced Density Alternative would achieve all of the objectives for the Westside project. However, the project would not achieve the following objectives for the SW Gateway project:

- Develop a diversity of high quality housing types to meet housing needs within the City of Lodi.
- Provide affordable housing options within the City of Lodi.
- Develop a school site that would serve future residents of the proposed project as well as other Lodi residents.
- Provide adequate basin capacity for storm water detention.

When compared to the proposed project, the Reduced Density alternative would result in a reduction in the number of units and number of school sites. Therefore, the City rejects the Reduced Density Alternative.

7.1.4 Increased High-Density Alternative. This alternative would change the mix of housing units on the Westside site. The site would have low density units at a density of 3 dwelling units per acre, and high density units at a density of 25 dwelling units per acre. There would be no medium density units incorporated into the project sites. The Westside project site would include the following components: 258 low density units (86 acres); 600 high density units (24 acres); one school site; one aquatic center; one site for a future fire station; and 20 acres of parks and park/basins.

Findings. The Increased High-Density alternative would meet all the objectives and would result in a total of 858 units. However, this alternative would not provide any medium density housing options. The *Housing Element* discusses the desire for a mixed of residential land uses, which this alternative would not provide. Therefore, the City rejects the Increased High-Density alternative.

7.2 Environmentally Superior Alternative

CEQA requires the identification of the environmentally superior alternative in an EIR. Of the four alternatives analyzed above, the No Project/No Build alternative is considered the environmentally superior alternative in the strict sense that the environmental impacts associated with its implementation would be the least of all the scenarios examined (including the proposed project). While this alternative would be environmentally superior in the technical sense that contribution to these aforementioned impacts would not occur, this alternative would not meet many of the project objectives.

In cases like this where the No Project/No Build alternative is the environmentally superior alternative, CEQA requires that the second most environmentally superior alternative be identified. The Agricultural Residential alternative would be considered the second most environmentally superior alternative. Under this alternative, there would be a reduction in potential land use impacts as the

majority of the site would remain in agricultural production. This alternative would result in significantly fewer trips, and associated air quality emission, than compare to the proposed project. As there would be limited development on the site, the potential impact to biological resources and water quality would be reduced. Additionally, this alternative would create significantly reduced demand on public services and utilities than the proposed project. However, this project would not meet the project objectives of providing increased residential opportunities in the City of Lodi, as well as providing parks and public facilities.

Findings. The City finds that the Agricultural Residential alternative would be environmentally superior to the project, but would not provide increased residential opportunities in the City of Lodi or provide parks and public facilities. Additionally, specific economic, legal, social, technological, or other considerations make this alternative infeasible. Therefore, the City rejects these alternatives, and further adopts the specific overriding considerations found in Section 8.

SECTION 8: STATEMENT OF OVERRIDING CONSIDERATIONS

CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a project against its unavoidable risks when determining whether to approve a project. If the specific economic, legal, social, technological or other benefits of the project outweigh the unavoidable adverse environmental effects, those effects may be considered acceptable.⁴ CEQA requires the agency to support, in writing, the specific reasons for considering a project acceptable when significant impacts are not avoided or substantially lessened. Those reasons must be based on substantial evidence in the EIR or elsewhere in the administrative record.⁵

In accordance with the requirements of CEQA and the *CEQA Guidelines*, the City finds that the mitigation measures identified in the Final EIR and the Mitigation Monitoring and Reporting Program, when implemented, avoid or substantially lessen many of the significant effects identified in the Draft and Final EIR. To the extent any mitigation measures recommended in the EIR and/or proposed project could not be incorporated, such mitigation measures are infeasible because they would impose restrictions on the project and would prohibit realization of specific economic, social, and other benefits that this City Council finds outweigh the unmitigated impacts. The City Council further finds that except for the proposed project, all other alternatives set forth in the EIR are infeasible because they would prohibit the realization of project objectives and/or of specific economic, social and other benefits the City Council finds outweigh any environmental benefits of the alternatives.

Nonetheless, several significant impacts of the project are unavoidable even after incorporation of all feasible mitigation measures. The significant unavoidable impacts are identified and discussed in Section 4 of these Findings. The City further specifically finds that notwithstanding the disclosure of the significant unavoidable impact, there are specific overriding economic, legal, social, and other reasons for approving this project. Those reasons are as follows:

- a. The project will develop a diversity of high quality housing types to meet housing needs within the City of Lodi.

⁴ *CEQA Guidelines*, Section 15093(a)

⁵ *CEQA Guidelines*, Section 15093(b)

- b. The project will provide affordable housing options within the City of Lodi
- c. The project will provide park areas and recreational uses that help meet park standards within the City of Lodi.
- d. The project will develop school sites that would serve future residents of the proposed project as well as other Lodi residents.
- e. The project will develop an "open space pedestrian/bicycle spine" within the project sites that connects to potential recreational and pedestrian amenities further south of the project site.
- f. The project will provide a site that could accommodate future development of an aquatic center.
- g. The project will provide adequate basin capacity for storm water detention.
- h. The project will ensure orderly development pursuant to LAFCO standards.
- i. The project will facilitate future residential development of these parcels within the City's jurisdiction.
- j. The project will generate revenue for the City. The City finds that property taxes from residential areas are important to the City's revenues in order to maintain and provide services to the community. In addition, the Community Facilities District (CFD) created for this project would insure that the City is not overburdened by public services associated with this project.

On balance, the City finds that there are specific considerations associated with the project that serve to override and outweigh the project's significant unavoidable effects. Therefore, pursuant to *CEQA Guidelines* Section 15093(b), the adverse effects of the project are considered acceptable.

ATTACHMENT B

MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION AND MONITORING REPORTING PROGRAM FOR WESTSIDE PROJECT

This Mitigation and Monitoring Reporting Program (MMRP) lists the mitigation measures recommended in the Lodi Annexation EIR for the proposed projects and identifies monitoring schedule, mitigation responsibility, and monitoring procedures. Monitoring and reporting details are only provided for mitigation measures necessary to avoid or reduce significant impacts of the project.

Table 1 presents the mitigation measures identified for the project. Each mitigation measure is numbered with a symbol indicating the topical section to which it pertains, a hyphen, and the impact number. For example, CULT-3 is the third mitigation measure identified in the Cultural and Paleontological Resources analysis.

The first column of Table 1 provides the mitigation measure(s) as identified in Chapter IV of the Draft EIR for the proposed project. The second column identifies the monitoring schedule. The third column, "Mitigation Responsibility," identifies the party(ies) responsible for carrying out the required action(s). The fourth column, "Monitoring Procedures," identifies the party(ies) ultimately responsible for ensuring that the mitigation measure is implemented.

Table 1: Mitigation Monitoring and Reporting Program

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|---|--|---------------------------|--|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| A. LAND USE, AGRICULTURE AND PLANNING POLICY | | | | | |
| <p>LU-1: To reduce agricultural/residential land use incompatibilities, the following shall be required:</p> <p>a. The applicant shall inform and notify prospective buyers in writing, prior to purchase, about existing and on-going agricultural activities in the immediate area in the form of a disclosure statement. The notifications shall disclose that the residence is located in an agricultural area subject to ground and aerial applications of chemical and early morning or nighttime farm operations which may create noise, dust, et cetera. The language and format of such notification shall be reviewed and approved by the City Community Development Department prior to recordation of final map(s). Each disclosure statement shall be recorded at the County Recorder's Office and acknowledged with the signature of each prospective owner. Additionally, each prospective owner shall also be notified of the City of Lodi and the County of San Joaquin Right-to-Farm Ordinances.</p> <p>b. The conditions of approval for the tentative map(s) shall include requirements ensuring the approval of a suitable design and the installation of a landscaped open space buffer area, fences, and/or walls around the perimeter of the project site affected by the potential conflicts in land use to minimize conflicts between project residents, non-residential uses, and adjacent agricultural uses prior to occupancy of adjacent houses.</p> <p>c. Prior to recordation of the final map(s) for homes adjacent to existing agricultural operations, the applicant shall submit a detailed wall and fencing plan for review and approval by the Community Development Department.</p> | <p>Prior to approval of Tentative Map(s) and recordation of the Final Map(s)</p> | <p>Applicant</p> | <p>The project applicant shall prepare:</p> <p>a) A disclosure notification regarding the existing agricultural activities which must be reviewed and approved by the Community Development Department and signed by each prospective owner;</p> <p>b) Tentative maps that show suitable design and installation of a landscaped open space buffer area, fences, and/or walls that minimize conflicts between residential uses and existing agricultural operations; and</p> <p>c) A detailed wall and fencing plan for review and approval by the Community Development Department.</p> | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|--|---|---------------------------|--|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| <p>Mitigation Measure LU-2: Prior to issuance of a building permit after the first quarter of the building permits for the Westside project have been approved, the applicant shall provide and undertake a phasing and financing plan (to be approved by the City Council) for one of the following mitigation measures:</p> <p>(1) Identify acreage at a minimum ratio of 1:1 in kind (approximately a total of 151 acres of prime farmland (currently not protected or within an easement) to protect in perpetuity as an agricultural use in a location as determined appropriate by the City of Lodi in consultation with the Central Valley Land Trust; or</p> <p>(2) With the City Council's approval, comply with the requirements of the County Agricultural Mitigation program.</p> | Prior to issuance of a building permit after the first quarter of the combined Westside and SW Gateway building permits have been approved. | Applicant | <p>The applicant shall either:</p> <ol style="list-style-type: none"> 1) Identify prime farmland to protect for in perpetuity as determined appropriate by the City of Lodi, or 2) Participate in the County Agricultural Mitigation program | | |
| <p>LU-3: The applicant shall pay all fees associated with terminating a Williamson Act Contract.</p> | Prior to issuance of building permits for structures on parcels with active Williamson Act Contracts | Applicant | The applicant shall pay all fees associated with terminating a Williamson Act contract | | |
| B. TRAFFIC AND CIRCULATION | | | | | |
| <p>TRANS-1: Each of the following mitigation measures shall be implemented to reduce the project's impact on the identified 15 intersections:</p> <p><u>1a:</u> Mitigation Measure AIR-2 identifies measures recommended by the SJVAPCD's "Guide for Assessing and Mitigating Air Quality Impacts" to reduce vehicle trips and associated air quality impacts. Implementation of the same measures would also reduce associated traffic impacts. The following are considered to be feasible and effective in further reducing vehicle trip generation and resulting emissions from the project and shall be implemented to the extent feasible and desired by the City:</p> | Prior to Tentative Subdivision Map approval | Applicant | <p>The project applicant shall:</p> <ol style="list-style-type: none"> 1) Implement the identified vehicle trip generation and resulting emission desired by the City; and 2) Prepare a Traffic Mitigation Implementation and Financing Plan (for review and approval by the City/City Council) and implement the identified improvements. | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|--|-----------------------|---------------------------|----------------------|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| <ul style="list-style-type: none"> • Provide pedestrian enhancing infrastructure that includes: sidewalks and pedestrian paths, direct pedestrian connections, street trees to shade sidewalks, pedestrian safety designs/infrastructure, street furniture and artwork, street lighting and or pedestrian signalization and signage. • Provide bicycle enhancing infrastructure that includes: bikeways/paths connecting to a bikeway system, secure bicycle parking. • Provide transit enhancing infrastructure that includes: transit shelters, benches, etc., street lighting, route signs and displays, and/or bus turnouts/bulbs. • Provide park and ride lots. <p>The implementation of an aggressive trip reduction program with the appropriate incentives for non-auto travel can reduce project impacts by approximately 10 to 15 percent. Such a reduction would help minimize the project's impact.</p> | | | | | |
| <p><u>1b:</u> The implementation of each of the improvements listed in Table IV.B-6 would reduce the impacts to the identified 16 intersections to a less-than-significant level. To mitigate these impacts, the project applicant shall prepare a Traffic Mitigation Implementation and Financing Plan that details each of the physical improvements and the timing and geometric changes listed in Table IV.B-6 for both the Existing + Project and Cumulative scenarios (cumulative to address Impact TRANS-2), who will be responsible for implementing the improvement, the applicant's fair share contribution towards the improvement, how the improvement will be funded including a reimbursement program where appropriate; and the schedule or trigger for initiating and completing construction prior to the intersection operation degrading to an unacceptable level. The Plan may include an annual monitoring program of the intersections as a method for determining the schedule for implementing each improvement. The Plan shall take into account whether an</p> | | | | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|---|---|---------------------------|--|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| <p>improvement is already programmed and/or funded in a City or County program (i.e., Lodi Development Impact Mitigation Fee Program, San Joaquin County Regional Transportation Impact Fee, Measure K (existing or renewal program), and San Joaquin Council of Governments Regional Transportation Improvement Program). If an improvement is included in one or more of these programs, the Plan needs to consider whether the programs schedule for the improvement will meet the needs of the project and if not identify alternatives. The Plan shall be submitted to City staff for review and City Council approval prior to submittal of a Development Plan application.</p> <p>Implementation of Measure TRANS-1a and TRANS-1b, would mitigate the project's impact on existing conditions to a less-than-significant level. However, the City may decide to not implement select improvements in order to avoid trending towards a community that is too orientated to the automobile, which would conflict with some of the General Plan policies that emphasize pedestrian scale. Additionally some of the improvements identified are short-term solutions that the City may not choose to implement if a more significant long-term improvement is being planned (i.e., reconstruction of the Kettleman Lane/SR 99 interchange). As a result, the project's impact at some intersections may be significant and unavoidable if the City chooses not to implement the recommended mitigation measure.</p> | | | | | |
| <p><u>TRANS-2:</u> Implementation of Measure TRANS-1a and TRANS-1b, would mitigate the project's contribution to Cumulative condition to a less-than-significant level at the 19 intersections that would be significantly impacted in the 2030 Cumulative condition. For the intersections that could be mitigated to a less-than significant level, the City may decide to not implement select improvements in order to avoid trending towards a community that is too orientated to the automobile, which would conflict with some of the General Plan policies that emphasize pedestrian scale.</p> | Prior to Tentative Subdivision Map approval | Applicant | <p>The project applicant shall:</p> <ol style="list-style-type: none"> 1) Implement the identified vehicle trip generation and resulting emission desired by the City; and 2) Prepare a Traffic Mitigation Implementation and Financing Plan (for review and approval by the City/City | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|---|---|---------------------------|---|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| Additionally some of the improvements identified are short-term solutions that the City may not choose to implement if a more significant long-term improvement is being planned (i.e., reconstruction of the Kettleman Lane/SR 99 interchange). | | | Council) and implement the identified improvements. | | |
| C. AIR QUALITY | | | | | |
| <p>AIR-1a: Consistent with Regulation VIII, Fugitive PM₁₀ Prohibitions of the SJVAPCD, the following controls are required to be implemented at all construction sites and as specifications for the project.</p> <ul style="list-style-type: none"> • All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover. • All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant. • All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking. • With the demolition of buildings up to six stories in height, all exterior surfaces of the building shall be wetted during demolition. • When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained. | During demolition, grading and construction | Construction Manager | City of Lodi Building Division staff, as appropriate, shall periodically consult with construction representatives to ensure they comply with this requirement. | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|--|-----------------------|---------------------------|----------------------|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| <ul style="list-style-type: none"> • All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. (The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden.) • Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emission utilizing sufficient water or chemical stabilizer/suppressant. • Within urban areas, trackout shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday. • Any site with 150 or more vehicle trips per day shall prevent carryout and trackout. <p><u>Additional Control Measures:</u> Construction of the project requires the implementation of control measures set forth under Regulation VIII. The following additional control measures would further reduce construction emissions and should be implemented with the project:</p> <ul style="list-style-type: none"> • Limit traffic speeds on unpaved roads to 15 mph; • Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than 1 percent; • Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site; • Install wind breaks at windward side(s) of construction area; • Suspend excavation and grading activity when winds exceed 20 mph (regardless of windspeed, an owner/operator must comply with Regulation VIII's 20 percent opacity limitation); | | | | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|---|-----------------------|---------------------------|----------------------|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| <ul style="list-style-type: none"> • Limit area excavation, grading, and other construction activity at any one time; • Install baserock at entryways for all exiting trucks, and wash off the tires or tracks of all trucks and equipment in designated areas before leaving the site; and • Suspend excavation and grading activity when winds (instantaneous gusts) exceed 20 mph. <p>AIR-1b: The following construction equipment mitigation measures are to be implemented at construction sites to reduce construction exhaust emissions:</p> <ul style="list-style-type: none"> • Use electric equipment for construction whenever possible in lieu of fossil fuel-fired equipment; • Properly and routinely maintain all construction equipment, as recommended by the manufacturer manuals, to control exhaust emissions; • Shut down equipment when not in use for extended periods of time to reduce emissions associated with idling emissions; • Limit the hours of operation of heavy duty equipment and/or the amount of equipment in use; and • Curtail construction during periods of high ambient pollutant concentrations; this may include ceasing of construction activity during the peak-hour of vehicular traffic on adjacent roadways, and "Spare The Air Days" declared by the District. <p>Implementation of these mitigation measures would reduce construction period air quality impacts to a less-than-significant level.</p> | | | | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|---|---------------------------------|---------------------------|--|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| <p>AIR-2: The SJVAPCD's "Guide for Assessing and Mitigating Air Quality Impacts" identifies potential mitigation measures for various types of projects. The Guide identifies a number of measures to further reducing vehicle trip generation and resulting emissions. The following measures shall be implemented to the extent feasible (it is noted that many of these features are already incorporated into the project).</p> <ul style="list-style-type: none"> • Provide pedestrian enhancing infrastructure that includes: sidewalks and pedestrian paths, direct pedestrian connections, street trees to shade sidewalks, pedestrian safety designs/infrastructure, street furniture and artwork, street lighting and or pedestrian signalization and signage. • Provide bicycle enhancing infrastructure that includes: bikeways/paths connecting to a bikeway system, secure bicycle parking. • Provide transit enhancing infrastructure that includes: transit shelters, benches, etc., street lighting, route signs and displays, and/or bus turnouts/bulbs. • Provide park and ride lots. <p>The plans for each phase of the proposed project shall implement these measures to the extent feasible and appropriate. The implementation of an aggressive trip reduction program with the appropriate incentives for non auto travel can reduce project impacts by approximately 10 to 15 percent. A reduction of this magnitude could reduce emissions, however, ozone precursors would still exceed the significance thresholds. There is no mitigation available with currently feasible technology to reduce the project's regional air quality impact by an additional 50 percent to a less-than-significant level. Therefore, the project's regional air quality impacts would remain significant and unavoidable.</p> | Prior to tentative map approval | Applicant | City staff verifies that reduced vehicle trip generation measures have been incorporated into the Tentative Map. | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|--|---|---------------------------|---|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| D. NOISE | | | | | |
| NOI-1a: Construction activities would need authorization under City issuance of construction permits before any work could commence on-site. Construction activities shall be limited to the hours of 7:00 a.m. to 10:00 p.m. Monday through Sunday, consistent with the City's Ordinance. | During demolition, grading and construction | Construction Manager | City staff verifies that construction activities occur during the allowed hours of construction activities. | | |
| NOI-1b: All stationary noise generating construction equipment, such as air compressors and portable power generators, shall be located as far as practical from existing residences. By meeting the hours of construction timeframe and minimizing noise from stationary construction equipment, the project will not result in a substantial temporary or periodic increase in ambient noise levels. | | | | | |
| NOI-2a: A 6-foot-high sound wall shall be constructed along the rear property line of all lots adjacent to Lower Sacramento Road. | Prior to issuance of a certificate of occupancy | Construction Manager | City staff shall verify that identified mitigation measures have been incorporated into the project plans. | | |
| NOI-2b: Mechanical ventilation (such as air conditioning) shall be installed in the proposed residential units adjacent to Lower Sacramento Road so that the windows can remain closed for prolonged periods of time. | | | | | |
| NOI-2c: Windows with a minimum STC rating of STC-32 shall be installed in all units directly exposed to Lower Sacramento Road. | | | | | |
| NOI-2d: A sound barrier with a minimum height of 5 feet is recommended for all upper floor outdoor use areas directly adjacent to Lower Sacramento Road. Should the City determine that sound wall and sound barriers are not appropriate or feasible for the proposed project, the impact would be considered significant and unavoidable. | | | | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|--|--|---------------------------|--|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| E. CULTURAL AND PALEONTOLOGICAL RESOURCES | | | | | |
| <u>CULT-1</u> : Implementation of either Mitigation Measure CULT-1a or CULT-1b would reduce this impact to a less-than-significant level. In order to avoid possible work stoppage and project delays at the location of the resource, implementation of Mitigation Measure CULT-1(a) is the recommended alternative. The mitigation measure selected, however, shall be determined by the lead agency. | Prior to ground disturbance or construction activities | Project Archaeologist | City staff shall verify that proper <i>documentation and monitoring</i> of the identified archaeological site. | | |
| <u>1a.</u> Prior to the initiation of any project ground disturbance or any construction activities within 50 feet of archaeological site LAN-1, it shall be recorded on the appropriate State of California Department of Parks and Recreation DPR 523 forms. Prior to ground disturbance at this location, a qualified historical archaeologist shall evaluate the site for its eligibility for listing in the California Register. An evaluation shall include archival research and subsurface archaeological testing. If the site is determined to not be eligible for listing in the California Register, no further study or mitigation of the site is required. Shall the site or intact features within the site be found to be a historic or unique archaeological resource as defined under CEQA, project related impacts to the site shall be mitigated. If the deposits are eligible, they shall be avoided by adverse effects, or, if avoidance is not feasible, the adverse effects shall be mitigated. Mitigation may include, but is not limited to data recovery excavation. If data recovery excavation is appropriate, the excavation must be guided by a data recovery plan prepared and adopted prior to beginning the data recovery work. A report of findings shall be submitted to the project applicant, the City of Lodi, and the Central California Information Center (CCR Title 14(3) §15126.4(b)(3)(C)). This approach would reduce this impact to a less-than-significant level. | | | | | |
| <u>1b.</u> Prior to any project activities within 50 feet of archaeological site LAN-1, it shall be recorded on the appropriate | | | | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|---|-----------------------|---------------------------|----------------------|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| <p>ate State of California Department of Parks and Recreation DPR523 forms. A qualified archaeologist shall monitor ground disturbing activities within 50 feet of LAN-1 in the Westside project area. Project activity shall cease in the immediate vicinity of a subsurface find and the discovery evaluated and appropriate treatment options developed.</p> <p>Archaeological monitors shall be empowered to halt construction activities at the location of the discovery to review possible archaeological material and to protect the resource while the finds are being evaluated. Monitoring shall continue until, in the archaeologist's judgment, cultural resources are not likely to be encountered.</p> <p>If subsurface historic archaeological deposits, e.g., wells, privies, and foundations, are encountered during project activities, all work within 25 feet of the discovery shall be redirected until the archaeological monitor can evaluate the finds and make recommendations. It is recommended that adverse effects to archaeological discoveries be avoided by project activities. If such deposits cannot be avoided, they shall be evaluated for their eligibility for listing on the California Register (i.e., it shall be determined whether they qualify as historical or unique archaeological resources under CEQA). If the deposits are not eligible, avoidance is not necessary. If the deposits are eligible, they shall be avoided by adverse effects, or, if avoidance is not feasible, the adverse effects shall be mitigated. If data recovery excavation is appropriate, the excavation must be guided by a data recovery plan prepared and adopted prior to beginning the data recovery work. A report of findings shall be submitted to the project applicant, the City of Lodi, and the Central California Information Center (CCR Title 14(3) §15126.4(b)(3)(C)). It is anticipated that this approach will reduce this impact to a less-than-significant level.</p> | | | | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|---|--|---------------------------|---|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| <p>CULT-2: If prehistoric or historic archaeological materials are encountered during project activities, all work within 25 feet of the discovery shall be redirected and a qualified archaeologist contacted to evaluate the finds and make recommendations. It is recommended that adverse effects to such deposits be avoided by project activities. If such deposits cannot be avoided, they shall be evaluated for their eligibility for listing on the California Register (i.e., it shall be determined whether they qualify as historical or unique archaeological resources under CEQA). If the deposits are not eligible, avoidance is not necessary. If the deposits are eligible, they shall be avoided by adverse effects, or, if avoidance is not feasible, the adverse effects shall be mitigated.</p> <p>Mitigation may include, but is not limited to, thorough recording on Department of Parks and Recreation form 523 records (DPR 523) or data recovery excavation. If data recovery excavation is appropriate, the excavation must be guided by a data recovery plan prepared and adopted prior to beginning the data recovery work, and a report of findings shall be submitted to FCB, the City of Lodi, and the Central California Information Center (CCR Title 14(3) §15126.4(b)(3)(C)).</p> | During demolition, grading, and construction | Construction Manager | City staff shall visit the site and review findings should prehistoric or historic archaeological materials be identified onsite. | | |
| <p>CULT-4: If human remains are encountered, work within 25 feet of the discovery will be redirected and the County Coroner notified immediately. At the same time, an archaeologist will be contacted to assess the situation. If the human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Most Likely Descendant (MLD) to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods. Upon completion of the assessment, the archaeologist shall prepare a report documenting the methods and results, and provide recommendations for the treatment of the human</p> | During demolition, grading and construction | Construction Manager | City staff shall review and verify that proper documentation and actions should human remains be identified. | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|---|---|---------------------------|---|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| remains and any associated cultural materials, as appropriate and in coordination with the recommendations of the MLD. The report shall be submitted to the project applicant, the City of Lodi, and the Central California Information Center. It is anticipated that implementation of Mitigation Measure CULT-4 will reduce impacts to human remains to less-than-significant levels. | | | | | |
| CULT-5: If ground disturbing activity is anticipated below the project area soil layer, the initial ground disturbance below that depth in geologic units shall be monitored by a qualified paleontologist. Subsequent to monitoring this initial ground disturbance, the qualified paleontologist will make recommendations regarding further monitoring based on the initial findings. This can include, but is not limited to, continued monitoring, periodic reviews of ground disturbance below project area soil layers, or no further monitoring. | During ground disturbing activities below the project area soil layer | Project Paleontologist | City staff shall verify that pre-field monitoring preparation has occurred and that the recommendations have been incorporated into the proposed project. | | |
| Pre-field monitoring preparation by a qualified paleontologist shall take into account specific details of project construction plans as well as information from available paleontological, geological, and geotechnical studies. Limited subsurface investigations may be appropriate for defining areas of paleontological sensitivity prior to ground disturbance. | | | | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|---|------------------------------------|----------------------------|--|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| <p>If paleontological resources are encountered during project activities, all work within 25 feet of the discovery shall be redirected until the paleontological monitor has evaluated the resources, prepared a fossil locality form documenting them, and made recommendations regarding their treatment. If paleontological resources are identified, it is recommended that such resources be avoided by project activities. Paleontological monitors must be empowered to halt construction activities within 25 feet of the discovery to review the possible paleontological material and to protect the resource while it is being evaluated. If avoidance is not feasible, adverse effects to such resources shall be mitigated. Mitigation can include data recovery and analysis, preparation of a report and the accession of fossil material recovered to an accredited paleontological repository, such as the UCMP.</p> <p>Monitoring shall continue until, in the paleontologist's judgment, paleontological resources are no longer likely to be encountered. Upon project completion, a report shall be prepared documenting the methods and results of monitoring. Copies of this report shall be submitted to the project applicant, the City of Lodi Planning Department, and to the repository where fossils are accessioned.</p> | | | | | |
| F. GEOLOGY, SOILS AND SEISMICITY | | | | | |
| GEO-1a: Each project's conditions of approval shall require the project be designed according to the most recent CBC and UBC Seismic Zone 3 requirements, applicable local codes, and be in accordance with the generally accepted standard for geotechnical practice for seismic design in Northern California. | Prior to approval of grading plans | Project Architect/Engineer | The City staff shall verify that the project meets the most recent CBC and UBC Seismic 3 requirements, and that the design-level geotechnical investigation recommendations are incorporated into the construction and grading plans | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|---|---|------------------------------------|--|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| GEO-1b: Prior to the approval of grading plans, the project applicant shall perform design-level geotechnical investigations and incorporate all recommendations into the project construction documents and grading plans. | | | | | |
| GEO-2: If the project includes buried metal components, a corrosion engineer shall be retained to design corrosion protection systems appropriate for the project sites to be approved by the Community Development Department. | Prior to issuance of a building permit | Project Engineer | City staff shall verify that a design corrosion protections system has been incorporated into the proposed project, if required. | | |
| G. HYDROLOGY AND WATER QUALITY | | | | | |
| HYD-1: Implementation of the following two-part mitigation measure would reduce potential impacts associated with increased peak runoff volumes to a less-than-significant level: 1a: As a condition of approval of the final grading and drainage plans for the projects, the Public Works department shall verify that the Master Utility Plan for the Westside site will comply with the City's stormwater requirements. 1b: Prior to the approval of the final grading and drainage plans for the Westside projects, a hydraulic analysis shall be provided to the Public Works Department for verification that implementation of the <i>proposed</i> drainage plans would comply with the City's storm water requirements. | Prior to approval of final grading and drainage plans | Project Applicant/Project Engineer | City staff shall verify that the Master Utility Plan complies with the City's storm water requirements | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|--|-----------------------|------------------------------------|--|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| <p>HYD-2: The project proponent for each development project shall prepare a Storm Water Pollution Prevention Plan (SWPPP) designed to reduce potential impacts to surface water quality through the construction period of the project. The SWPPP must be maintained on-site and made available to City inspectors and/or RWQCB staff upon request. The SWPPP shall include specific and detailed BMPs designed to mitigate construction-related pollutants. At minimum, BMPs shall include practices to minimize the contact of construction materials, equipment, and maintenance supplies (e.g., fuels, lubricants, paints, solvents, adhesives) with storm water. The SWPPP shall specify properly designed centralized storage areas that keep these materials out of the rain.</p> <p>An important component of the storm water quality protection effort is the knowledge of the site supervisors and workers. To educate on-site personnel and maintain awareness of the importance of storm water quality protection, site supervisors shall conduct regular tailgate meetings to discuss pollution prevention. The frequency of the meetings and required personnel attendance list shall be specified in the SWPPP.</p> <p>The SWPPP shall specify a monitoring program to be implemented by the construction site supervisor, which must include both dry and wet weather inspections. In addition, in accordance with State Water Resources Control Board Resolution No. 2001-046, monitoring would be required during the construction period for pollutants that may be present in the runoff that are "not visually detectable in runoff." RWQCB and/or City personnel, who may make unannounced site inspections, are empowered to levy considerable fines if it is determined that the SWPPP has not been properly prepared and implemented.</p> | Prior to Construction | Project Applicant/Project Engineer | The City Public Works Department shall review and approve the SWPPP and drainage plan prior to approval of the grading plan. | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|---|-----------------------|---------------------------|---|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| <p>BMPs designed to reduce erosion of exposed soil may include, but are not limited to: soil stabilization controls, watering for dust control, perimeter silt fences, placement of hay bales, and sediment basins. The potential for erosion is generally increased if grading is performed during the rainy season as disturbed soil can be exposed to rainfall and storm runoff. If grading must be conducted during the rainy season, the primary BMPs selected shall focus on erosion control; that is, keeping sediment on the site. End-of-pipe sediment control measures (e.g., basins and traps) shall be used only as secondary measures. If hydroseeding is selected as the primary soil stabilization method, then these areas shall be seeded by September 1 and irrigated as necessary to ensure that adequate root development has occurred prior to October 1. Entry and egress from the construction site shall be carefully controlled to minimize off-site tracking of sediment. Vehicle and equipment wash-down facilities shall be designed to be accessible and functional during both dry and wet conditions.</p> <p>The City Public Works Department shall review and approve the SWPPP and drainage plan prior to approval of the grading plan. City staff may require more stringent storm water treatment measures, at their discretion. Implementation of this mitigation would reduce the level of significance of this impact to a less-than-significant level.</p> | | | | | |
| <p>HYD-3: Each SWPPP shall include provisions for the proper management of construction-period dewatering. At minimum, all dewatering shall be contained prior to discharge to allow the sediment to settle out, and filtered, if necessary to ensure that only clear water is discharged to the storm or sanitary sewer system, as appropriate. In areas of suspected groundwater contamination (i.e., underlain by fill or near sites where chemical releases are known or suspected to have occurred), groundwater shall be analyzed by a State-certified laboratory for the suspected pollutants prior to discharge. Based on the results of the analytical testing, the project proponent shall acquire the appropriate permit(s) from the</p> | Prior to construction | Project Engineer | The City Public Works Department shall review and approve the SWPPP to ensure proper provisions for dewatering, and that protocol for dewatering is followed. | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|---|---|---|--|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| <p>RWQCB prior to the release of any dewatering discharge into the storm drainage system.</p> <p>Section IV.I, Hazards and Hazardous Materials, of this EIR, includes a discussion of the Remediation Action Plan (RAP) and Health and Safety Plan (HSP) for the site.</p> <p>Proper implementation of the mitigation measure described above would reduce this impact to a less-than-significant level.</p> | | | | | |
| H. BIOLOGICAL RESOURCES | | | | | |
| <p>BIO-1: Implementation of these measures will reduce impacts to western burrowing owl to a less than significant level.</p> <p>1a: Prior to approval of grading plans, the project proponent shall pay the appropriate fees to SJCOG, in accordance with the SJMSCP conservation strategy, for conversion of undeveloped lands.</p> <p>1b: No more than 30 days prior to any ground disturbing activities, a qualified biologist shall conduct surveys for burrowing owls. If ground disturbing activities are delayed or suspended for more than 30 days after the initial preconstruction surveys, the site shall be resurveyed. All surveys shall be conducted in accordance with CDFG's Staff Report on Burrowing Owls (CDFG, 1995).</p> <p>1c: If the preconstruction surveys identify burrowing owls on the site during the non-breeding season (September 1 through January 31) burrowing owls occupying the project site shall be evicted from the project site by passive relocation as described in the CDFG's Staff Report on Burrowing Owls (CDFG, 1995).</p> | <p>Prior to approval of grading plans and prior to ground disturbing activities</p> | <p>Project Applicant/ Project Biologist</p> | <p>City staff shall verify the payment of appropriate fees by the project applicants. City of Lodi staff, as well as a qualified biologist, shall review project construction activities and periodically consult with construction representatives to ensure they comply with this requirement. City of Lodi staff shall undertake additional coordination with the CDFG, if necessary.</p> | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|--|------------------------------------|--------------------------------------|---|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| <u>1d</u> : If the preconstruction surveys identify burrowing owls on the site during the breeding season (February 1 through August 31) occupied burrows shall not be disturbed and shall be provided with a 75 meter (250-foot) protective buffer until and unless the SJMSCP Technical Advisory Committee (TAC), with the concurrence of CDFG representatives on the TAC; or unless a qualified biologist approved by CDFG verifies through non-invasive means that either: 1) the birds have not begun egg laying, or 2) juveniles from the occupied burrows are foraging independently and are capable of independent survival. Once the fledglings are capable of independent survival, the burrow(s) can be destroyed. | | | | | |
| <p>BIO-2: Implementation of these measures will reduce impacts to nesting Swainson's hawk and other nesting raptors to a less-than-significant level.</p> <p><u>2a</u>: Prior to approval of grading plans, the project proponent shall pay the appropriate fees to SJCOG, in accordance with the SJMSCP conservation strategy, for conversion of undeveloped lands.</p> <p><u>2b</u>: Removal of suitable nest trees shall be completed during the non-nesting season (when the nests are unoccupied), between September 1 and February 15.</p> <p><u>2c</u>: If suitable nest trees will be retained and ground disturbing activities will commence during the nesting season (February 16 through August 31), all suitable nest trees on the site will be surveyed by a qualified biologist prior to initiating construction-related activities. Surveys will be conducted no more than 14 days prior to the start of work. If an active nest is discovered, a 100-foot buffer shall be established around the nest tree and delineated using orange construction fence or equivalent. The buffer shall be maintained in place until the end of the breeding season or until the young have fledged, as determined by a qualified biologist.</p> | Prior to approval of grading plans | Project Applicant/ Project Biologist | City staff shall verify the payment of appropriate fees by the project applicants. City of Lodi staff, as well as a qualified biologist, shall review project construction activities and periodically consult with construction representatives to ensure they comply with this requirement. City of Lodi staff shall undertake additional coordination with the CDFG, if necessary. | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|--|---|------------------------------------|---|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| In some instances, CDFG may approve decreasing the specified buffers with implementation of other avoidance and minimization measures (e.g., having a qualified biologist on-site during construction activities during the nesting season to monitor nesting activity). If no nesting is discovered, construction can begin as planned. Construction beginning during the non-nesting season and continuing into the nesting season shall not be subject to these measures. | | | | | |
| I. HAZARDS AND HAZARDOUS MATERIALS | | | | | |
| HAZ-1: Preparation and implementation of the required SWPPP (see Mitigation Measures HYD-2 and HYD-3) would reduce the potential impacts of hazardous materials releases during construction to a less-than-significant level. No additional mitigation is required. | Prior to approval of final grading and drainage plans | Project Applicant/Project Engineer | City staff shall verify that an SWPPP has been prepared and implemented. | | |
| HAZ-5: Prior to approval of any demolition or construction permits, ASTs, pesticides, waste oil, equipment maintenance chemicals, discarded trash and debris shall be removed from the individual project site and disposed in accordance with applicable regulations. | Prior to approval of any demolition or construction permits | Construction Manager | City staff shall verify that appropriate disposal of waste and debris has occurred. | | |
| HAZ-6: Prior to approval of any grading plans or construction permits for each individual project, the wells and septic system shall be properly abandoned in accordance with applicable regulations. | Prior to approval of demolition or construction permits | Project Engineer | City staff shall verify that wells and septic systems have been properly abandoned. | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|--|--|-------------------------------------|---|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| <p>HAZ-8: Implementation of the following two-part mitigation measure would reduce this impact to a less-than-significant level.</p> <p>8a: As a condition of approval for a demolition permit for the project site buildings, an asbestos and lead-based paint survey shall be performed. If asbestos-containing materials are determined to be present, the materials shall be abated by a certified asbestos abatement contractor in accordance with the regulations and notification requirements of the San Joaquin Valley Air Quality Control District. If lead-based paints are identified, then federal and State construction worker health and safety regulations shall be followed during renovation or demolition activities. If loose or peeling lead-based paint are identified, they shall be removed by a qualified lead abatement contractor and disposed of in accordance with existing hazardous waste regulations.</p> <p>8b: As a condition of approval for grading plans for the project sites, an asbestos investigation of subsurface structures shall be conducted. If asbestos-containing materials are determined to be present, the materials shall be abated by a certified asbestos abatement contractor in accordance with the regulations and notification requirements of the San Joaquin Valley Air Quality Control District.</p> | Prior to issuance of a demolition permit | Project Applicant/ Project Engineer | City staff shall verify that an asbestos and lead-based paint survey has occurred and that the materials have been abated per applicable regulations. | | |
| J. UTILITIES | | | | | |
| <i>There are no significant utility impacts.</i> | | | | | |
| K. PUBLIC SERVICES | | | | | |
| <i>There are no significant public services impacts.</i> | | | | | |

Table 1 *Continued*

| Mitigation Measures | Mitigation Monitoring | | | Reporting | |
|--|---------------------------------------|---------------------------|--|-----------|---------------|
| | Monitoring Schedule | Mitigation Responsibility | Monitoring Procedure | Comments | Date/Initials |
| L. VISUAL RESOURCES | | | | | |
| <u>VIS-1</u> : No mitigation is available to reduce this significant and unavoidable impact. | | | | | |
| <u>VIS-2</u> : Outdoor lighting shall be designed to minimize glare and spillover to surrounding properties. The proposed project shall incorporate non-mirrored glass to minimize daylight glare. | Prior to issuance of building permits | Project Architect | City staff shall verify that non-mirrored glass is used in the construction of the proposed buildings. | | |

Source: LSA Associates, Inc., 2006.

RESOLUTION NO. 2007-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI
APPROVING AND FORWARDING TO SAN JOAQUIN LOCAL
AGENCY FORMATION COMMISSION FOR ACTION THE REQUEST
OF TOM DOUCETTE, FRONTIER COMMUNITY BUILDERS, FOR AN
ANNEXATION OF 151 ACRES OF LAND INTO THE CORPORATE LIMITS
OF THE CITY OF LODI (WESTSIDE PROJECT)

=====

WHEREAS, the City Council of the City of Lodi has heretofore held a duly noticed public hearing, as required by law, on the requested annexation in accordance with the Government Code and Lodi Municipal Code Chapter 17.84, "Amendments"; and

WHEREAS, the affected properties are located within the Westside Project area totaling 151 acres and are described as follows:

| APN | Site Address | Property Owner |
|------------|----------------------|------------------------|
| 029-380-05 | 351 East Sargent Rd. | Georgia Perlegos Et al |
| 027-040-01 | 70 East Sargent Rd. | Manna Trust |
| 027-04-020 | 212 East Sargent Rd. | DHKS Development |
| 027-04-030 | 402 East Sargent Rd. | Noble D. Fore Jr. II |

WHEREAS, the applicant is Tom Doucette, Frontier Community Builders, 10100 Trinity Parkway, Suite 420, Stockton, CA 95219; and

WHEREAS, the applicant represents property owners of the parcels within the Westside project site and these property owners have provided written consent to the project proponent and applicant for this annexation; and

WHEREAS, a Notice of Non Renewal for the Williamson Act Contract on Parcel No. 027-040-01 has been filed; and

WHEREAS, the City of Lodi Planning Commission held public hearings on the proposed annexation on October 11, 2006 and October 25, 2006, and its motion to recommend approval to the City Council was defeated on a 2:5 vote; and

WHEREAS, the City Council certified the Environmental Impact Report (EIR) (EIR-05-01) and adopted Findings and Statement of Overriding Considerations pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, the City Council adopted the PD (Planned Development) pre-zoning designation for the Westside Project area on March 21, 2007, by Ordinance No. 1793; and

WHEREAS, the development plan (Westside Land Use Plan) required by Lodi Municipal Code Chapter 17.33, "PD, Planned Development District," consists of a master planned residential community consisting of 745 residential units, 24.7 acres of parks and trails, an elementary school, and related infrastructure; and

WHEREAS, all legal prerequisites to the approval of this request have occurred; and

WHEREAS, based upon the evidence within the staff report and project file, the City Council of the City of Lodi makes the following findings:

1. The EIR (EIR-05-01) was certified and Findings and Statement of Overriding Considerations for the project pursuant to CEQA were adopted by City Council Resolution No. 2007-48.
2. The required public hearing by the Planning Commission was duly advertised and held in a manner prescribed by law.
3. The required public hearing by the City Council was duly advertised and held in a manner prescribed by law.
4. The project site is entirely within the City's sphere of influence, and the City's General Plan designates the project area as "PR," Planned Residential. The General Plan anticipated development of the PR designated properties by 2007.
5. The requested annexation does not conflict with adopted plans or policies of the General Plan and will serve sound planning practice.
6. The parcels in the area proposed to be annexed are physically suitable for the development of the proposed project.
7. The proposed design and improvement of the site is consistent with all applicable standards adopted by the City in that the project, as conditioned, will conform to adopted standards and improvements mandated by the City of Lodi Public Works Department Standards and Specifications and the Zoning Ordinance, as well as all other applicable standards.
8. The size, shape, and topography of the site are physically suitable for the proposed residential development.
9. The site is suitable for the density proposed by the project in that the density is compliant with the PR General Plan designation and the site can be served by all public utilities and creates design solutions for storm water, traffic, and air quality issues. Potential environmental impacts related to utilities were identified in the EIR and found to not be significant because mitigation measures have been incorporated into the project to reduce any impacts to a level of less than significant.
10. Development of the proposed project shall be consistent with the Westside Land Use Plan submitted by Tom Doucette, Frontier Community Builders, 10100 Trinity Parkway, Suite 420, Stockton, CA 95219.

NOW, THEREFORE, BE IT FOUND, DETERMINED, AND RESOLVED that the City Council of the City of Lodi hereby does not wish to continue the Williamson Act Contract on land with the Westside Project area (Parcel No. 027-040-01); and

NOW, THEREFORE, BE IT FURTHER FOUND, DETERMINED, AND RESOLVED that the City Council of the City of Lodi hereby approves and forwards this annexation to the San Joaquin Local Agency Formation Commission for action.

Dated: March 21, 2007

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I hereby certify that Resolution No. 2007-49 was passed and adopted by the City Council of the City of Lodi at a regular meeting held on March 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Katzakian, and Mayor Johnson

NOES: COUNCIL MEMBERS – Mounce

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – Hansen



RANDI JOHL
City Clerk

2007-49

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI
 APPROVING THE REQUEST OF TOM DOUCETTE,
 FRONTIERS COMMUNITY BUILDERS, FOR PRE-ZONING TO
 PD (PLANNED DEVELOPMENT) ON 151 ACRES
 (WESTSIDE PROJECT)

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. The properties subject to this pre-zoning include properties located within the Westside Project totaling 151 acres and are described as follows:

| APN | Site Address | Property Owner |
|------------|----------------------|------------------------|
| 029-380-05 | 351 East Sargent Rd. | Georgia Perlegos Et al |
| 027-040-01 | 70 East Sargent Rd. | Manna Trust |
| 027-04-020 | 212 East Sargent Rd. | DHKS Development |
| 027-04-030 | 402 East Sargent Rd. | Noble D. Fore Jr. II |

SECTION 2. The applicant for the requested prezoning is Tom Doucette, Frontiers Community Builders, 10100 Trinity Parkway Suite 420 Stockton, CA 95219. The applicant represents property owners of the parcels within the Westside project site and these property owners have provided written consent to the applicant for this zone change; and

SECTION 3: The requested pre-zoning consists of the following:

Reclassification of the afore-described properties from San Joaquin County AU-20 (Agriculture, Urban Reserve, Minimum 40 Acres) to City of Lodi Planned Development (PD) Zone.

SECTION 4: The pre-zone designation is described as follows:

Planned Development (P-D) Zone

The planned development zone is designed to accommodate various types of development such as neighborhood and community shopping centers, grouped professional and administrative office areas, senior citizens' centers, multiple housing developments, commercial service centers, industrial parks or any other use or combination of uses which can be made appropriately part of a planned development. In a P-D zone, any and all uses are permitted; provided, that such use or uses are shown on the development plan for the particular P-D zone as approved by the City Council. Maximum height and bulk, and minimum setback, yard and parking and loading requirements shall be established for each P-D zone by the development plan as approved by the City Council. These development parameters would be consistent with the General Plan designation for the sites.

SECTION 5: Based upon the evidence within the staff report and project file the City Council of the City of Lodi makes the following findings:

1. The Environmental Impact Report (EIR-05-01) was certified and Findings and Statement of Overriding Considerations for the project pursuant to CEQA were adopted by City Council Resolution No. 2007-____.

2. The required public hearing by the Planning Commission was duly advertised and held in a manner prescribed by law.
3. The required public hearing by the City Council was duly advertised and held in a manner prescribed by law.
4. The City must approve "pre-zone" zoning designations prior to requesting approval of the annexation of the lands into the City from the San Joaquin Local Area Formation Commission.
5. The requested rezoning does not conflict with adopted plans or policies of the General Plan and will serve sound Planning practice.
6. The parcels of the proposed rezoning are physically suitable for the development of the proposed project.
7. The proposed design and improvement of the site is consistent with all applicable standards adopted by the City in that the project, as conditioned, will conform to adopted standards and improvements mandated by the City of Lodi Public Works Department Standards and Specifications, Zoning Ordinance as well as all other applicable standards.
8. The size, shape and topography of the site are physically suitable for the proposed residential development.
9. The site is suitable for the density proposed by the project in that the site can be served by all public utilities and creates design solutions for storm water, traffic and air quality issues.
10. The design of the proposed project and type of improvements are not likely to cause serious public health problems in that all public improvements will be built per City standards and all private improvements will be built per the Uniform Building Code.
11. Development of the proposed project shall be consistent with the Westside land use plan ultimately approved by the City Council.

SECTION 6: All development conditions for this pre-zoning are included as Attachment A.

SECTION 7: All ordinances and parts of ordinances in conflict herewith will be repealed insofar as such conflict may exist upon the completion of the annexation of the subject properties into the City of Lodi.

SECTION 8: No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 9: Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which shall be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 10: This ordinance shall be published one time in the Lodi News-Sentinel, "a daily newspaper of general circulation printed and published in the City of Lodi" and shall take effect thirty days from and after its passage and approval.

Approved this _____ day of _____, 2007

BOB JOHNSON
Mayor

Attest:

RANDI JOHL
City Clerk

State of California

County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. _____ was introduced at a regular meeting of the City Council of the City of Lodi held March 21, 2007, and was thereafter passed, adopted and ordered to print at a regular meeting of said Council held _____, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. _____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney

EXHIBIT "A" TO ORDINANCE NO. _____

The pre-zone of the entire 151 acres of the Westside Project to PD (Planned Development), which includes designations specific to housing, and public/quasi-public uses all as shown on the attached map (Exhibit B), are subject to the following development conditions:

1. This Pre-Zoning shall be of no force and effect unless and until the San Joaquin County Local Agency Formation Commission (LAFCo) has approved the annexation of the Westside Project area and all actions necessary to complete the annexation have occurred.
2. Prior to the issuance of any tentative subdivision maps, final development plans shall be subject to review and approval by Planning Commission. The development plan shall include development standards for proposed residential units (i.e., building height, setbacks, lot coverage and permitted accessory uses).
3. Prior to the approval of any tentative subdivision maps, final park plans shall be subject to review and approval by Parks and Recreation Department.
4. Prior to the issuance of a building permit the multi-family components of the project shall be subject to review and approval by the Site Plan and Architectural Review Committee.
5. Prior to the development of any portion of the Westside project, the applicant/developer shall file for a tentative subdivision map. Review and approval of the tentative subdivision map is a discretionary action and additional conditions of approval may be placed on the project at that time.
6. The conditions of approval listed below are to be accomplished prior to deeming complete the first Tentative Subdivision Map, unless noted otherwise:
 - A. Preparation of detailed master plans and supporting studies as listed below, including engineering calculations, for all phases of the development. The study area shall include all the area between Kettleman Lane, Lower Sacramento Road and WID Canal and shall be coordinated with the master plans for the Southwest Gateway Project south of Kettleman Lane.
 - a. Water master plan, including the following:
 - i. Surface water transmission and distribution facilities.
 - ii. Identification of possible water well sites within the project area. Developer shall coordinate test well drilling for determination of actual well sites prior to mapping of adjacent lots.
 - b. Recycled water master plan, including the following:
 - i. Identification of areas to be irrigated.
 - ii. Detailed summary of demand calculations. Include Southwest Gateway project demands in calculations.
 - iii. Detailed summary of pipe sizing calculations.
 - iv. Provisions for future westerly extension in Lodi Avenue and Vine Street.
 - v. As an alternative to i) through iv) above, Developer may provide a one-time payment, not to exceed \$50,000, to partially fund the Lodi Recycled Water Master Plan Study.

- c. Wastewater master plan.
- d. Storm drainage master plan, including storm drainage basin dimensions and details. Retention basins shall be designed as passive bypass systems. Identify a single-facility designate to receive low flow and first flush flows.
- e. Streets/circulation plan, including the following:
 - i. Dimensions of street rights-of-way, including Kettleman Lane and Lower Sacramento Road, bike/pedestrian/open space corridor and utility corridors.
 - ii. Traffic analysis of operations at critical intersections to determine if supplemental right-of-way is required.
 - iii. Typical cross-section diagrams showing proposed utility locations and demonstrating that sufficient width has been provided to meet separation requirements between pipes.
 - iv. Traffic round-about in Lodi Avenue.
 - v. Traffic calming features at cross intersections, along long, straight streets and at other locations as required by the Public Works Director.
- f. Transit study to identify new or modified routes to serve the area.
- g. Topography for the entire study area to confirm validity of water, wastewater and storm drain master plans.
- h. Composite utility diagram to facilitate review of potential utility crossing conflicts.

Water, recycled water, wastewater and storm drain master plans for the project have been submitted and first check Public Works Department comments on the plans were issued on June 26, 2006. The plans require revision.

In addition, on July 21, 2006, City staff forwarded information to the developer's engineer regarding existing utility crossings, preferred utility alignments, existing easements and design requirements to be used in establishing utility alignments for the project. The project improvements must respect the preferred alignments and existing easements. For example, new pipes along Westgate Drive south of the project site need to be on the west side of the street which will require dedication of additional land to provide a utility corridor. The required master plans and supporting studies are necessary to confirm the design of the proposed development and will affect the number of growth management allocations that can ultimately be utilized. If the Developer agrees that the proposed project layout and number of growth management allocations approved may be subject to revision based on the results of the completed master plans and studies, the development or growth management plan and accompanying growth management allocations may be approved prior to completion and approval of the master plans and supporting studies. Completion and approval of the master plans and studies must then be accomplished prior to submittal of the first tentative map for the project.

- B. Phasing analysis to be approved by the City prior to submittal of the first tentative map. The analysis shall include the following:
 - a. Phase boundaries and number of units to be constructed with each phase.
 - b. Permanent and interim/temporary facilities required to implement each phase based on the mitigation monitoring program and the above mentioned master plans.
 - c. Master utility calculations for permanent and interim/temporary facilities to be constructed with each phase.

- C. Preparation of a Traffic Mitigation Implementation and Financing Plan that details each of the physical improvements and the timing and geometric changes listed in Table IV.B-6 of the Environmental Impact Report (EIR) for both the Existing + Project and Cumulative scenarios (cumulative to address Impact TRANS-2 in the EIR), who will be responsible for implementing the improvement, how the improvement will be funded, including a reimbursement program where appropriate, and the schedule or trigger for initiating and completing construction prior to the intersection operation degrading to an unacceptable level.
 - D. Finance and Implementation Plan to identify funding for the required public improvements and interim/temporary improvements for each phase of the project. The Finance and Implementation Plan is dependent on the above mentioned master plans and phasing analysis and shall be approved by the City prior to submittal of the first tentative map.
- 7. All mitigation measures for the project, identified in the adopted Mitigation Monitoring and Reporting Program, are hereby incorporated into this recommendation of approval.
 - 8. As part of Mitigation Measure LU-2 of the Lodi Annexations EIR (EIR-05-01) the developer has the option to comply with the San Joaquin County Agricultural Mitigation program or preserve 151 acres of agricultural land in perpetuity to mitigate significant impacts associated with conversion of the 151 acres of Prime Farmland within the Westside project. If the developer proceeds with the mitigation to preserve land within an agricultural easement, and the City of the Lodi becomes party to said easement, the developer shall pay the City a one-time administration fee of five thousand dollars. Said fee shall be paid prior to the approval of a quarter of the building permits within the Westside and Southwest Gateway projects (as per the timing of Mitigation Measure LU-2).
 - 9. All applicable state statutes, and local ordinances, including all applicable Building and Fire Code requirements for hazardous materials shall apply to the project.
 - 10. Prior to submittal of building permits, the applicant shall submit construction elevations, perspective elevations, precise landscape and irrigation plans, as well as building materials for the review and approval as part of a development plan application. Said plans shall indicate that all corner lots shall have architectural treatments on both street facing elevations.
 - 11. Prior to submittal of building permits, the applicant shall submit a walls and fencing plan as part of a development plan application. Said plan shall show all proposed walls and fencing. Fencing visible to the public right of way shall be constructed of treated wood or alternative material to prevent premature deterioration. Furthermore, all fencing within the project site shall be designed with steel posts, or a functional equivalent, to prevent premature deterioration and collapse.
 - 12. Within 90 days of the approval of this project, the applicant shall sign a notarized affidavit stating that "I(we), _____, the owner(s) or the owner's representative have read, understand, and agree to the conditions approving Z-04-03." Immediately following this statement will appear a signature block for the owner or the owner's representative which shall be signed. Signature blocks for the City Community Development Director and City Engineer shall also appear on this page. The affidavit shall be approved by the City prior to any improvement plan or final map submittal.

EXHIBIT B
WESTSIDE PROJECT LAND USE PLAN



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI
ADOPTING A DEVELOPMENT AGREEMENT (DA) PERTAINING TO THE
DEVELOPMENT OF 151 ACRES LOCATED ON THE WEST SIDE OF
LOWER SACRAMENTO ROAD BETWEEN THE WOODBRIDGE IRRIGATION
DISTRICT CANAL AND VINE STREET (WESTSIDE PROJECT)
(DEVELOPMENT AGREEMENT GM-05-002)

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. The properties subject to this Development Agreement include the following:

151 acres within the Westside Project area located on the west side of Lower Sacramento Road between the Woodbridge Irrigation District canal and Vine Street – Assessors Parcel Numbers 029-380-05, 027-040-01, 027-040-020 and 027-040-030.

SECTION 2. The applicant for the requested Development Agreement is as follows: Frontiers Community Builders.

SECTION 3. The requested Development Agreement is summarized as follows:

Development Agreement GM-05-002 is an agreement between the City and the developer in which the developer agrees to provide certain benefits to the City in exchange for a vested right to proceed with the development consistent with the development approvals. The term of the Development Agreement is 15 years. The vested right the developer obtains is the ability to proceed with the development as approved and to avoid the imposition of new regulations on subsequent discretionary approvals (i.e. vesting tentative maps) for the development.

SECTION 4 The City Council hereby finds that the proposed Development Agreement is consistent with the General Plan land use designation and the zoning for the proposed Development.

SECTION 5 . The City Council, by Resolution No. 2007-_____, has certified the Lodi Annexations Environmental Impact Report adopted a State of Overriding Consideration for the proposed project.

SECTION 6. The City Council hereby adopts Ordinance No._____ approving the Development Agreement by and between the City of Lodi and Frontiers Community Builders, attached herein as Exhibit A.

SECTION 7. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 8. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 9. This Ordinance was introduced by the Lodi City Council, on March 21, 2007 and adopted by the Lodi City Council on _____, 2007. This Ordinance shall take affect 30 days from and after its adoption. The ordinance summary shall be published in the Lodi News-Sentinel, a newspaper of general circulation published and circulated in the City of Lodi.

A certified copy of this ordinance is available for review in the in the City Clerk's office located at 221 West Pine Street.

Approved this____ day of _____, 2007

BOB JOHNSON
Mayor

Attest:

RANDI JOHL
City Clerk

=====

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. _____ was introduced at a regular meeting of the City Council of the City of Lodi held March 21, 2007, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2007, by the following vote:

| | |
|----------|-------------------|
| AYES: | COUNCIL MEMBERS – |
| NOES; | COUNCIL MEMBERS – |
| ABSENT: | COUNCIL MEMBERS – |
| ABSTAIN: | COUNCIL MEMBERS – |

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney

ATTACHMENT A

WESTSIDE PROJECT DEVELOPMENT AGREEMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

DRAFT DOCUMENT

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF LODI

AND FRONTIER COMMUNITY BUILDERS, INC.

FOR FCB WESTSIDE PROJECT

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DEVELOPMENT AGREEMENT FCB WESTSIDE PROJECT

This Development Agreement is entered into as of this _____ day of _____, 2007, by and between the CITY OF LODI, a municipal corporation ("City"), and, FRONTIER COMMUNITY BUILDERS, INC. ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

1. **Authorization**. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864, et seq. (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

2. **Property**. Landowner holds a legal or equitable interest in certain real property located in the City of Lodi, County of San Joaquin, more particularly described in Exhibit A-1 attached hereto (the "Property"). Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

3. **Project**. Landowner has obtained various approvals from the City (described in more detail in Recital 6 below) for a mixed use project known as FCB Westside (the "Project") to be located on the Property.

4. **Public Hearing**. On October 25, 2006, the Planning Commission of the City of Lodi, acting pursuant to Government Code Section 65867, held a hearing to consider this Agreement and the Planning Commission action has been reported to the City Council.

5. **Environmental Review**. On _____, 2007, the City Council certified as adequate and complete, the Lodi Annexation Environmental Impact Report ("EIR") for the Project. Mitigation measures were required in the EIR and are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

6. **Project Approvals**. The following land use approvals (together the "Project Approvals") have been granted for the Property, which entitlements are the subject of this Agreement:

6.1. The EIR. The Mitigation Measures in the EIR are incorporated into the Project and into the terms and conditions of this Agreement (City Resolution No. _____);

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6.2. A General Plan Amendment (the "General Plan"), (attached hereto as Exhibit B) approved by the City on _____, 2007 (City Resolution No. _____);

6.3. The Zoning of the Property (attached hereto as Exhibit B-1) approved by the City on _____, 2007 (City Ordinance No. _____);

6.4. The Large Lot Tentative Subdivision Map for the Project (attached hereto as Exhibit C-1) to be subsequently considered by the City through a noticed public hearing process. (The parties agree that the large lot subdivision map included herein is for illustrative purposes only and shall not be effective until approved through a notice public hearing process by the City. If approved by the City, the Large Lot Subdivision Map shall thereafter be included within the Project Approvals listed herein);

6.5. Reserved;

6.6. The Development Plan and Infrastructure Plan for the Project (attached hereto as Exhibit D), approved by the City on _____, 2007 by City Resolution No. _____;

6.7. The Growth Management Allocations, as required by Chapter 15.34 of the Lodi Municipal Code, as set forth in Exhibit E, approved by the City on _____, 2007 by Ordinance No. _____;

6.8. This Development Agreement, as adopted on _____, 2007 by City Ordinance No. _____ (the "Adopting Ordinance"); and,

6.9. The Annexation Approvals granted by San Joaquin County Local Agency Formation Commission as shown in Exhibit F attached hereto.

7. **Need for Services and Facilities.** Development of the Property will result in a need for municipal services and facilities, some of which will be provided by the City to such development subject to the performance of Landowner's obligations hereunder. With respect to water, pursuant to Government Code Section 65867.5, any tentative map approved for the Property will comply with the provisions of Government Code 66473.7.

8. **Contribution to Costs of Facilities and Services.** Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the community of the development of the Property, and City agrees to provide such public facilities and services as required herein to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. City and Landowner recognize and agree that, but for Landowner's contributions set forth herein including contributions to mitigate the impacts arising as a result of development entitlements

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granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement and that, but for City's covenant to provide certain facilities and services for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as development occurs.

9. **Development Agreement Resolution Compliance.** City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth in, the Development Agreement Resolution of the City of Lodi, as set forth in the City Council Resolution No. 2005-237 for the consideration and approval of the pre-annexation and development agreement.

10. **Consistency with General and Specific Plan.** Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City found that this Agreement satisfies the Government Code §65867.5 requirement of general plan consistency.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.

2. **Description of Property.** The property, which is the subject of this Development Agreement, is described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto ("Property").

3. **Interest of Landowner.** The Landowner has a legal or equitable interest in the Property. Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by the Agreement.

4. **Relationship of City and Landowner.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that Landowner is not an agent of City. The City and Landowner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Landowner joint venturers or partners.

5. **Effective Date and Term.**

5.1. Effective Date. The effective date of this Agreement ("Effective Date") is _____, 2007, which is the effective date of City Ordinance No. _____ adopting this Agreement.

5.2. Term. Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of fifteen (15) years, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement nor the obligations of Sections 20, 24 or 25 of this Agreement. In the event that litigation is filed by a third party (defined to exclude City and Landowners or any assignees of Landowner) which seeks to invalidate this Agreement or the Project Approvals, the expiration date of this Agreement shall be extended for a period equal to the length of time from the time the summons and complaint and/or petition are served on the defendant(s) until the judgment entered by the court is final and not subject to appeal; provided, however, that the total amount of time for which the expiration date shall be extended as a result of such litigation shall not exceed four years.

5.3. Automatic Termination Upon Completion and Sale of Residential Lot. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Project Approvals for residential use, upon completion of construction and issuance by the City of a final occupancy permit for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good-faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that all improvements, which are required to serve the lot, as determined by City, have been accepted by City. Termination of this Agreement for any such residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

6. Use of Property.

6.1. Vested Right to Develop. Landowner shall have the vested right to develop the Project in accordance with the terms and conditions of this Agreement, the Project Approvals, the City's existing policies, standards and ordinances (except as expressly modified by this Section 6.1 and Section 8.3) and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop the Property shall be subject to subsequent approvals; provided however, except as provided in Section 6.3, that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement. Notwithstanding the vested rights

granted herein, Landowner agrees that the following obligations, which are presently being developed, shall apply to development of the Property:

- 6.1.1 Payment of a development fee for a proportionate share of the design and construction cost of the Highway 99 interchange project at Harney Lane.
- 6.1.2 Payment of Agricultural Land Mitigation fee, as identified in Mitigation Measure LU-2, pursuant to the ordinance and/or resolution to be adopted by the City of Lodi.
- 6.1.3 Payment of Electric Capital Improvement Mitigation fee (see Section 6.4.10) pursuant to the ordinance and/or resolution to be adopted by the City of Lodi.
- 6.1.4 Payment of development fee for proportionate share of the costs of designing and constructing a water treatment system and/or percolation system for treatment of water acquired from Woodbridge Irrigation District (see Section 6.4.7) pursuant to the ordinance and/or resolution to be adopted by the City of Lodi.

With regards to the fees identified in Sections 6.1.1, 6.1.2, 6.1.3, and 6.1.4 and these fees only, Landowner hereby consents to their imposition as conditions of approval on any discretionary or ministerial land use entitlement subsequently granted by the City including but not limited to issuance of building permits. City agrees that the fees payable by the Landowner pursuant to Sections 6.1.1, 6.1.2, 6.1.3 and 6.1.4 shall be adopted in conformance with applicable law, and shall apply uniformly to all new development on properties within the City that are zoned consistent with the Project Approvals, or apply uniformly to all new development on properties that are similarly situated, whether by geographic location or other distinguishing circumstances. Except for the fees identified in this Agreement including but not limited to the Project Approvals, Sections 6.1.1, 6.1.2, 6.1.3, 6.1.4 and 8.3, no other subsequently enacted development or capital fee shall be imposed as a condition of approval on any discretionary or ministerial decision. The Parties acknowledge and agree that the fees applicable to the development pursuant to the Project Approvals and this Agreement may be increased during the term of this Agreement provided that (1) such increases are limited to annual indexing (i.e. per the Engineering News Record index, or the CPI, or other index utilized by the City) and as provided in current fee ordinances and (2) the increased fees are adopted in conformance with applicable law, apply uniformly to all new development on properties within the City that are zoned consistent with the Project Approvals, or apply uniformly to all new development on properties that are similarly situated, whether by geographic location or other distinguishing circumstances. The initial adjustment shall be effective as of four years after the Effective Date of the Agreement and shall be calculated based on the difference in the applicable index from the numerical rate at the end of the month following the third year after the Effective Date and the numerical rate at the end of the month following the fourth year after the Effective Date. All subsequent increases shall be based on the annual change in the applicable index. Notwithstanding the preceding sentence, index adjustments to the fees set forth in Section 8.2,

subsections 2, 3 and 4 shall be effective annually as set forth in the relevant ordinances and resolutions. Moreover, Landowner will be subject to the indexing called for above even if Landowner has filed a complete application for a Vesting Tentative Map and will not vest against such indexing until payment of the fees as called for in this Agreement.

6.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, location and maintenance of on-site and off-site improvements, location of public utilities and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals. City acknowledges that the Project Approvals provide for the land uses and approximate acreages for the Property as set forth in Exhibit B-1 and Exhibit B-2.

6.3. Moratorium, Quotas, Restrictions or Other Growth Limitations.

Landowner and City intend that, except as otherwise expressly provided in this Agreement, this Agreement shall vest the Project Approvals against subsequent City resolutions, ordinances and initiatives approved by the City Council or the electorate that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, density and intensity of uses or the right to receive public services as set forth in the Project Approvals; provided however Landowner shall be subject to rules, regulations or policies adopted as a result of changes in federal or state law (as provided in Section 7.3) which are or have been adopted on a uniformly applied, City-wide or area-wide basis, in which case City shall treat Landowner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by the changes in federal or state law.

6.3.1 Allocations Under City Growth Management Program

a. Allocations Required Prior to Map Approval

Consistent with the City's Growth Management Program, which shall apply to the Project, except as otherwise provided herein, no tentative map for any portion of the Property shall be issued until such time as Landowner has obtained allocations for each residential unit within the area covered by such map, consistent with the Growth Management Ordinance (Ordinance 1521), codified as Section 15.34 of the City of Lodi Municipal Code.

b. Schedule of Allocation of Residential Units

The following schedule of residential unit allocations shall apply to the Project.

(i) Initial Allocation:

As of the Effective Date of this Agreement, the following number of residential units shall be initially allocated to the Project from the City's reserve of unused allocations ("Initial Allocation"):

215 Low Density Units

Except for the requirement set forth in Section 6.3.1(a) above the Initial Allocation has been determined to be exempt from and in compliance with the provisions of the Growth Management Ordinance and Resolutions 91-170 and 91-171 (timing and point system requirements).

(ii) Subsequent Annual Allocations:

As of the Effective Date of this Agreement, Landowner shall be entitled to apply for future annual allocations in three-year increments, and on a rolling basis. Provided that Landowner otherwise complies with the City's Growth Management Program, Landowner shall be entitled to annual allocations set forth in Exhibit E ("Annual Allocations"). If Landowner elects in any year to request fewer allocations than provided for in Exhibit E or if the term of any allocation granted expires before it is used as part of obtaining a subdivision map, Landowner shall be entitled to receive, upon submission of a complete growth management allocation application, additional allocations after the eighth year of this Agreement and through the term of this Agreement including any extension thereto granted pursuant to Section 5.2. The total number of growth management allocations granted hereunder shall be limited to the number of residential units approved as part of the Project Approvals excluding any senior housing residential units. The use of such allocations shall be restricted to the year for which such allocations were made, consistent with the Growth Management Ordinance. Notwithstanding the foregoing, Landowner may request additional allocations, over and above those set forth in Exhibit "E", and City may grant such allocations in its discretion, provided such additional allocations are consistent with the City's Growth Management Allocation Program, Resolutions 91-170 and 91-171, subject to such additional community benefits and/or exactions negotiated upon such a request.

Landowner is not required to apply for such allocations on an annual basis. Landowner may instead comply with all development plan and related requirements under the Growth Management Ordinance and Resolutions 91-170 and 91-171 every third year, at which time Landowner may apply for allocations for the next three-year period. After the expiration of the year for which an Annual Allocation was issued to Landowner, Landowner may submit a request and be issued by the City another Annual Allocation, such that Landowner may maintain, on a rolling basis, a number of allocations equal to three Annual Allocations. Except for allowing the Landowner this flexibility in terms of the number of years for which Landowner may apply, all requests for Annual Allocations must otherwise comply with the Growth Management Ordinance and Resolutions 91-170 and 91-171.

The requirement that Landowner apply for Annual Allocations does not alter the vested rights of the Project, specifically as to the General Plan and zoning designation of the Project.

(c) Growth Management Ordinance in full force and effect:

Except where otherwise specifically stated herein, nothing in this section 6.3.1 is intended to modify in any way the City's Growth Management Program, including its exemptions under Section 15.34.040 (e.g., for senior citizen housing).

Section 6.3.2 Future Growth Control Ordinances/Policies, Etc.

(a) One of the specific purposes of this Agreement is to assure Developer that, during the term of this Agreement no growth-management ordinance, measure, policy, regulation or development moratorium of City adopted by the City Council or by vote of the electorate after the Effective Date of this Agreement will apply to the Property in such a manner so as to the reduce the density of development , modify the permissible uses, or modify the phasing of the development as set forth in the Project Approvals.

(b) Therefore, the parties hereto agree that, except as otherwise expressly provided in the Project Approvals, Sections 6.1, 6.3.1 or 6.4 or other provision of this Agreement which expressly authorize City to make such pertinent changes, no ordinance, policy, rule, regulation, decision or any other City action, or any initiative or referendum voted on by the public, which would be applicable to the Project and which would affect in any way the rate of development, construction and build out of the Project, or limit the Project's ability to receive any other City service shall be applicable to any portion of the Project during the term of this Agreement, whether such action is by ordinance, enactment, resolution, approval, policy, rule, regulation, decision or other action of City or by public initiative or referendum.

(c) City, through the exercise of either its police power or its taking power, whether by direct City action or initiative or referendum, shall not establish, enact or impose any additional conditions, dedications, fees or other exactions, policies, standards, laws or regulations, which directly relate to the development of the Project except as provided in Sections 6.1, 6.3.1, or 6.4 herein or other provision of this Agreement which expressly allows City to make such changes. Nothing herein prohibits the Project from being subject to a (i) City-wide bond issue, (ii) City-Wide special or general tax, or (iii) special assessment for the construction or maintenance of a City-wide facility as may be voted on by the electorate or otherwise enacted; provided that such tax, assessment or measure is City-wide in nature, does not discriminate against the land within the Project and does not distinguish between developed and undeveloped parcels.

(d) This Agreement shall not be construed to limit the authority of City to charge processing fees for land use approvals, public facilities fees and building permits as they relate to plumbing, mechanical, electric or fire code permits, or other similar permits and entitlements which are in force and effect on a city-wide basis at the time those permits are applied for, except to the extent any such processing regulations would be inconsistent with this Agreement.

(e) Notwithstanding subdivision (b), the City may condition or deny a permit, approval, extension, or entitlement if it determines any of the following:

(1) A failure to do so would place the residents of the Project or the immediate community, or both, in a condition dangerous to their health or safety, or both.

(2) The condition or denial is required in order to comply with state or federal law (see Section 7.3).

6.4. Additional Conditions.

6.4.1. Timing of Dedications and Improvements of Parks

Landowner agrees to dedicate park land and complete construction of all the park improvements as described and set forth in the Project Approvals at its sole cost and expense. The lists of the parks and park improvements contemplated herein is set forth in Exhibit "I" and Exhibit "J". Landowner and City agree that the provision of land and the construction of all park facilities and installation of equipment within the Project boundaries will satisfy Landowner's Quimby Act obligations as set forth in Lodi Municipal Code Chapter. Therefore, Landowner shall not be obligated to pay any additional park fees and Landowner shall not be entitled to any credit for the value of the improvements constructed or equipment installed except as provided hereinbelow. The phasing of such improvements shall be in compliance with the Phasing Schedule included in Exhibit I.

With regards to the park improvements listed in Exhibit J, prior to approval by the City of the first tentative subdivision map, Landowner shall prepare plans and specifications for all park improvements included in the Project Approvals and submit those plans and specifications to the City for review and approval which approval will not be unreasonably withheld provided that the plans and specifications contain all park improvements listed in Exhibit J and satisfy all applicable conditions of approval included in the Project Approvals. The Landowner shall construct the parks in compliance with the approved plans and specifications. The City will inspect improvements during construction. If improvements are of poor quality and/or do not meet the requirements of approved plans and specifications, the City will notify the Landowner in writing and the Landowner, at its sole cost, shall correct any errors or deficiencies. The Landowner shall construct the parks to the satisfaction of the City, which shall be defined as compliance with the approved plans and specifications.

As part of the park improvements identified herein, Landowner is obligated to offer for dedication to the City for a period of six years, five acres of land located at West of Lower Sacramento Road, North of Vine Street and as depicted in the Westside Facilities Master Plan for park uses including a possible aquatic center. Upon acceptance of the dedication by the City, which must occur within six years after the offer of dedication is made, the City shall, for the remaining term of this Agreement and at the time of City approval of any development

project located in the area south of West Vine Street, north of Highway 12, and west of North Lower Saramento Road ("Adjacent Property"), impose a requirement that the developer of the Adjacent Parcel pay the the City an amount equal to the reasonable actual costs incurred for park land and related construction costs by Landowner for parks developed within the Project in excess of the minimum amount of park dedication required by the Lodi Muncipal Code and which the developer of the "Adjacent Parcel" uses to satisfy its park dedication requirements. The parties agree that they shall calculate the any potential credit payable by the developer of the Adjacent Property pursuant to this paragraph prior to approval fo the first tentative subdivision map for the Property. Upon receipt of the that payment, City shall either pay that amount to Landowner or credit that amount against any outstanding fee payable by Landowner.

6.4.2. Rehabilitation of Existing Residential Units

Landowner agrees that within ten years of the Effective Date of this Agreement, Landowner shall either rehabilitate or pay the costs (for a total value of \$1,250,000) of rehabilitating up to a maximum of twenty-five (25) single-family or multi-family residential units within the area bounded by the Union Pacific railroad tracks, Cherokee Lane, Kettleman Lane and Lockford Street. To satisfy this obligation, Landowner may pay to rehabilitate residential units owned by others or may purchase, rehabilitate and sell or rent said residential units. The City shall have the right to approve the residential units selected for rehabilitation; said approval shall not be unreasonably withheld by the City.

The improvements required herein to facilitate rehabilitation of residential units may include landscaping, painting, roof repair, replacement of broken windows, sidewalk repairs, non-structural architectural improvements, and demolition and reconstruction of residential units. All work performed pursuant to this section shall be done pursuant to properly issued building permits as required by City of Lodi ordinances. As part of the annual review required pursuant to Section 13, Landowner shall report on work completed during the prior year towards meeting the obligations set forth in this paragraph.

In the event that Landowner has not satisfied this obligation within ten years from the Effective Date, Landowners shall pay the City fifty thousand dollars (\$50,000) per residential unit for each of the twenty-five (25) units that have not been rehabilitated as set forth above. The funds paid shall be placed in a dedicated city fund to be used for housing rehabilitation grants or loans within the area specified hereinabove.

6.4.3. Payment for Promotion of Economic Development

Within ten (10) years of the Effective Date of this Agreement, Landowner shall pay the City Two Hundred Twenty-Six Thousand U.S. dollars (\$226,000) for use by the City for economic development actions including job creation, promoting retail sales and/or wine industry tourism all as determined by the City. The purpose of this payment is to assist the City in its effort to maintain a balance between employment and housing demands.

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6.4.4 Payment of Utility Exit Fees The Lodi Electric Utility is a city-owned and operated utility that provides electrical utility services for residential, commercial and industrial customers in Lodi. As the proposed project sites would be annexed to the City of Lodi, the Lodi Electric Utility would provide electrical utility services to the project site. To the extent that Landowner is assessed "exit fees," also known as "Cost Responsibility Surcharges," by Pacific Gas & Electric for its departing load, Landowner shall pay said fees when they are due. Landowner may, at its option and at its own cost, request a Cost Responsibility Surcharge Exemption from the California Energy Commission for any qualified departing load pursuant to Title 20, California Code of Regulations, Section 1395, et. seq. Forms for the exemption are available on-line at http://www.energy.ca.gov/exit_fees/documents/2004-02-18_PGE_EXEMP_APPL.PDF City makes no representation that Landowner is eligible for exemptions pursuant to these regulations. Landowner agrees to save, defend, indemnify and hold harmless City from any and all costs, judgments or awards owed to Pacific Gas & Electric arising out of or related to City's provision of electrical utility services to the project site.

6.4.5 Maintenance of Specified Public Improvements
Landowner agrees to provide or pay for all park, median strip, and other landscaping maintenance and repairs for two years for lands dedicated by the Landowner to the City and accepted by the City. In the event that Landowner chooses to pay the City for the costs of maintenance and repair, the City shall provide an estimate of the annual costs and the Landowner shall pay the full amount within thirty calendar days after the City by U.S. Mail or email, transmits the estimate to the Landowner. If the amount paid to the City exceeds the actual amount incurred by the City plus reasonable staff costs to administer the contract, the City shall, within a reasonable period of time, refund the difference to the Landowner.

6.4.6 Payment for Fire Department Facilities, Equipment and Apparatus

In addition to any applicable development impact for fire services, within ten years of the Effective Date of this Agreement, Landowner shall pay Two Million Six Hundred Thousand U.S. dollars (\$2,600,000) to the City for use to acquire additional facilities, equipment and apparatus for the Lodi Fire Department.

Landowner acknowledges that City will enter into contracts to acquire the facilities, equipment and apparatus. As consideration for City's agreement to authorize payment in installment payments, Landowner agrees to provide a letter of credit payable to the City, in a form reasonably acceptable to the City Attorney, in an amount sufficient to cover the amount due herein. City agrees that Landowner may substitute a letter of credit, in a form reasonably acceptable to the City Attorney, for a lesser amount upon payment of any portion of the amount due herein. Upon delivery of such replacement letter of credit and its approval as to form by the City Attorney, the City will release and convey to Landowner the prior letter of credit.

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6.4.7 Reserved.

6.4.8 Water Treatment and/or Percolation Cost Landowner shall pay a fee based on the proportionate share of the costs of designing and constructing a water treatment system and/or percolation system for treatment of water acquired by the City from the Woodbridge Irrigation District. Landowner shall pay the fee as required under the fee program to be development by the City, but in no event later than when water service connection for each residential, office and commercial unit is provided.

6.4.9 Public Art on Property Within ten (10) years of the Effective Date of this Agreement, Landowner shall obtain City approval for and install public art on the Project. The value of the public art installed shall be equal to One Hundred Fifty Thousand U.S. dollars (\$150,000) inclusive of design and installation costs, which together shall not exceed \$10,000. The public art shall be installed in a place within the Project that is visible from the public right-of-way or from an area or areas that provides public access. Landowner shall provide maintenance of the public art. Landowner shall be eligible to apply for City matching grant for the public art up to a maximum amount of \$40,000. The parties agree that any matching grant provided by the City shall be in addition to the \$150,000 contribution provided by Landowner pursuant to the section and shall be subject to any and all conditions normally imposed as part of the issuance of a grant by the City.

6.4.10 Utility Line Extension City is preparing a policy pursuant to which property developed will pay the actual costs of capital improvements necessary to extend utility services to a development. Landowner acknowledges that such an extension is necessary to implement the Project Approvals on the Property. Landowner agrees to pay the City, pursuant to the policy to be adopted by the City, the costs of the capital improvements necessary to extend utility services to the Property.

6.4.11 Improvements to be Designed and Constructed by Landowner Within or Adjacent to the Project Boundaries

The Project Approvals require the installation of specified public and private improvements. Landowner shall, as specified in the Project Approvals, either design, engineer and construct the following improvements or pay the City the appropriate fee for the design, engineering and construction of said improvements. The obligations imposed on the Landowner herein shall be in addition to any other obligations set forth in this Agreement.

In the event that any of Developer's improvements encroach upon any city facilities, property or rights of way, developer shall indemnify City against any and all expenses, including legal fees, incurred by the City to secure replacement facilities, property or rights of way.

6.4.11.1 Surface Water Facilities

Transmission Main (Proportionate share of the total design, engineering and construction costs).

Storage Tank (Proportionate share of the total design, engineering and construction costs).

6.4.11.2 Water Supply Facilities

One new water well to cover proposed development within the Southwest Gateway and Westside development areas. The well will be installed in the Southwest Gateway area at the location identified in the Project Approvals or approved by the City Engineer. This condition may be satisfied by the installation of the well pursuant the requirement set forth in Section 6.4.7.2 of the FCB Southwest Gateway Development Agreement provided that adequate flow capacity is provided for the development authorized as part of the Westside and Southwest Gateway Project Approvals. The well shall be installed and operational on or before January 1, 2010 or earlier if otherwise required by the Water Master Plan.

6.4.11.3 Water Distribution Facilities

All water pipes and related infrastructure in all streets.

Any interim or temporary facilities as determined necessary by the Public Works Director.

6.4.11.4 Sewer Collection Facilities

All sewer pipes and related infrastructure in all streets.

Any interim or temporary facilities as determined necessary by the Public Works Director.

6.4.11.5 Recycled Water Facilities

All recycled water pipes and related infrastructure for irrigations systems located in or on streets, public and private school sites (to property boundary line only), places of assembly including but not limited to religious facilities (to property boundary line only), and high density residential sites.

Provide up to a maximum of \$50,000 to partially fund the City of Lodi Recycled Water Master Plan Study.

6.4.11.6 Storm Drainage Facilities

All stormwater pipes and related infrastructure in all streets and basins.

All stormwater detention basins, control structures, pumping facilities and appurtenant piping and controls.

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Any interim or temporary facilities as determined necessary by the Public Works Director.

Developer will be entitled to apply for reimbursement under Lodi Municipal Code Chapter 16.40 for benefit received by undeveloped properties as a result of the construction of the improvements required by this paragraph. Without limiting in any manner, the City Council's future exercise of its legislative discretion in the public hearing called for by Chapter 16.40, the parties anticipate that the benefited properties will be those set forth in Exhibit J. The parties also expressly acknowledge the final determination of benefited properties shall be determined pursuant to process set forth in Chapter 16.40.

6.4.11.7 Streets and Roads

Design and construct all streets within the Project Boundary as set forth in the Project Approvals.

Reconstruct Lodi Avenue west of Lower Sacramento Road to western project boundary.

Reconstruct Tokay Ave./Lower Sacramento Road intersection to accommodate wider street sections.

Pay Fair Share Cost payments for traffic mitigation measures identified in the Lodi Annexation Environmental Impact Report that are not projects within the Streets & Roads Fee Program.

With regard to the requirement to construct streets and roads, for sections of such streets and roads that are not wholly within the project site, necessary to satisfy the obligations set forth in this Agreement and the Project Approvals, Landowner will use its best efforts to acquire all necessary real property interests including, but not limited to, (1) submitting formal offer letters to all persons or entities who own or lease said property, (2) diligently pursuing implementation of any purchase agreement, (3) paying all amounts required pursuant to the purchase agreement in a timely manner consistent with the terms of the purchase agreement and will then construct the streets or roads in compliance with the Project Approvals and any subsequent subdivisions maps. In the event Landowner is not able after its best efforts to acquire any necessary property, City and Landowner agree that City will consider all actions necessary to form an assessment district to provide the funds necessary for the City to acquire the necessary property, including through eminent domain as necessary, and Landowner agrees that upon the City complying with all requirements for consideration of formation of assessment district, Landowner shall, for all property within the proposed district that it owns or possesses the legal authority to vote on behalf of, vote in favor of formation of the assessment district. The parties agree that items to be included within the costs to be funded by the assessment district shall include, but not be limited to all costs, including attorneys fees necessary to acquire the necessary property interests, all design and engineering costs and all constructions costs.

Developer will be entitled to apply for reimbursement under Lodi Municipal Code Chapter 16.40 for benefit received by undeveloped properties as a result of the construction of the improvements required by this paragraph. Without limiting in any manner, the City Council's future exercise of its legislative discretion in the public hearing called for by Chapter 16.40, the

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parties anticipate that the benefited properties will be those set forth in Exhibit K. The parties also expressly acknowledge the final determination of benefited properties shall be determined pursuant to process set forth in Chapter 16.40.

6.4.12 Hutchins Street Square Endowment Within ten (10) years of the Effective Date of this Agreement, Landowner shall pay the City Three Hundred Thousand U.S. Dollars (\$300,000) as an endowment for the maintenance and operations of costs of Hutchins Street Square.

6.4.13 Agreement with Citizens for Open Government Landowner shall comply with the terms of the Agreement to Amend Westside Development Agreement dated December 4, 2006 by and between the City, Citizens for Open Government and Landowner, a copy of which is attached hereto as Exhibit L and incorporated herein by reference.

6.5 Annexation

The ability to proceed with development of the Property pursuant to the Project Approvals shall be contingent upon the annexation of the Property into the City. Pending such annexation, Landowner may, at its own risk, process tentative parcel maps and tentative subdivision maps and improvement or construction plans and City may conditionally approve such tentative maps and/or improvement plans in accordance with the Entitlements, provided City shall not approve any final parcel map or final subdivision map for recordation nor approve the issuance of any grading permit for grading any portion of the Property or building permit for any structure within the Property prior to the annexation of the Property to the City.

City shall use its best efforts and due diligence to initiate such annexation process, obtain the necessary approvals and consummate the annexation of the Property into the City, including entering into any annexation agreement that may be required in relation thereto, subject to the City's review and approval of the terms thereof. Landowner shall be responsible for the costs reasonably and directly incurred by the City to initiate, process and consummate such annexation, the payment of which shall be due in advance, based on the City's estimate of such cost, and thereafter as and when the City provides an invoice(s) for additional costs incurred by City therefore in excess of such estimate.

7. Applicable Rules, Regulations, Fees and Official Policies.

7.1. Rules Regarding Permitted Uses Except as provided in this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land shall be those in force on the Effective Date of this Agreement. Except as provided in Section 8.2, this Agreement does not vest Landowner's

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rights to pay development impact fees, exactions and dedications, processing fees, inspection fees, plan checking fees or charges.

7.2. Rules Regarding Design and Construction. The Project has been designed as a Planned Development pursuant to Chapter 17.33 of the Lodi Municipal Code. Design, improvements and construction standards shall be as set forth in Project Approvals including the Development Plan, and shall be vested for the term of this Agreement. Unless otherwise provided within the Development Plan or expressly provided in this Agreement, all other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project and to public improvements to be constructed by the Landowner shall be those in force and effect at the time the applicable permit approval is granted.

7.3. Changes in State or Federal Law. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations. These changes may include any increase in an existing fee or imposition of a new fee that are necessary for the City or Landowner to comply with changes in State or Federal laws or regulations, including but not limited to sewer, water and stormwater laws or regulations.

7.4. Uniform Codes Applicable. Unless otherwise expressly provided in this Agreement, the Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the start of construction of such infrastructure.

8. Existing Fees, Newly Enacted Fees, Dedications, Assessments and Taxes.

8.1. Processing Fees and Charges. Landowner shall pay those processing, inspection, and plan check fees and charges required by City under then current regulations for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

8.2. Existing Fees, Exactions and Dedications Landowner shall be obligated to provide all dedications and exactions and pay all types of fees as required for the types of development authorized by the Project Approvals as of the Effective Date of this Agreement. With regards any fees applicable to residential development, the Parties agree that

the fees shall be payable at the earliest time authorized pursuant to the Government Code Section 66007 as it exists as of the Effective Date of this Agreement. The specific categories of fees payable are listed below. The dedication and exaction obligations and fee amounts payable shall be those obligations and fee amounts applicable (indexed as set forth hereinbelow) as of the date that the Landowner's application for the applicable vesting tentative map is deemed complete. For any development for which the Landowner has not submitted a vesting tentative map, the dedication and exaction obligations and fee amounts payable shall be those obligations and fee amounts applicable (indexed as set forth hereinbelow) as of the date the final discretionary approval for that development is granted by the City.

Standard City Development Impact Fees Payable by the Landowner include:

1. Development Impact Fees (Lodi Municipal Code Chapter 15.64)
2. San Joaquin County Regional Transportation Impact Fee (Lodi Municipal Code Chapter 15.65)
3. County Facilities Fee (Lodi Municipal Code Chapter 15.66)
4. San Joaquin County Multi-Species Habitat Conservation and Open Space Development Fee (Lodi Municipal Code Chapter 15.68)

Any existing fees may be increased during the term of this Agreement provided that such increases are limited to annual indexing (i.e. per the Engineering News Record Index, or the CPI, or other index utilized by the City) and as provided in current fee ordinances. The initial adjustment shall be effective as of four years after the Effective Date of the Agreement and shall be calculated based on the difference in the applicable index from the numerical rate at the end of the month following the third year after the Effective Date and the numerical rate at the end of the month following the fourth year after the Effective Date. All subsequent increases shall be based on the annual change in the applicable index. Notwithstanding the preceding sentence, index adjustments to the fees set forth in subsections 2, 3 and 4 of this section shall be effective annually as set forth in the relevant ordinances and resolutions. Moreover, Landowner will be subject to the indexing called for above even if Landowner has filed a complete application for a Vesting Tentative Map and will not vest against such indexing until payment of the fees as called for in this Agreement.

8.3. New Development Impact Fees, Exactions and Dedications.

Landowner agrees to pay the development fees identified in Section 6.1, including specifically subsections 6.1.1 through 6.1.4, of this Agreement. With regards any fees applicable to residential development, the Parties agree that the fees shall be payable at the earliest time authorized pursuant to the Government Code Section 66007 as it exists as of the Effective Date of this Agreement.

Except as expressly provided herein, Landowner shall not be obligated to pay or provide any development impact fees, connection or mitigation fees, or exactions adopted by City after the Effective Date of this Agreement. Notwithstanding this limitation, Landowner may at its sole

discretion elect to pay or provide any fee or exaction adopted after the Effective Date of this Agreement.

8.4. Fee Reductions To the extent that any fees payable pursuant to the requirements of Sections 8.1 are reduced after the operative date for determining the fee has occurred, the Landowner shall pay the reduced fee amount.

9. Community Facilities District. Formation of a Community Facilities District for Public Improvements and Services.

9.1. Inclusion in a Community Facilities District. Landowner agrees to cooperate in the formation of a Community Facilities District pursuant to Government Code Section 53311 et seq. to be formed by the City. The boundaries of the area of Community Facilities District shall be contiguous with the boundaries of the Property excluding the portion of land zoned for commercial or office development. Landowner agrees not to protest said district formation and agrees to vote in favor of levying a special tax on the Property in an amount not to exceed \$600 per year per single family attached or detached residential dwelling unit and \$175 per year for each attached multi-family rental unit as adjusted herein. The special tax shall be initiated for all residential dwelling units for which a building permit is issued, and shall commence to be levied beginning the subsequent fiscal year after the building permit is issued. Landowner acknowledges that the 2007-2008 special tax rate for the units in the Project will not exceed \$600 per single family attached or detached dwelling unit and \$175 per year for each attached multi-family rental unit and that the special tax shall increase each year by 2% in perpetuity. A vote by Landowner against the levying of the special tax or a vote to repeal or amend the special tax shall constitute an event of default under this Agreement.

9.2. Use of Community Facilities District Revenues Landowner and City agree that the improvements and services that may be provided with the special tax levied pursuant to Section 9.1 may be used for the following improvements and services:

- a. Police protection and criminal justice services;
- b. Fire protection, suppression, paramedic and ambulance services;
- c. Recreation and library program services;
- d. Operation and maintenance of museums and cultural facilities;
- e. Maintenance of park, parkways and open space areas dedicated to the City;
- f. Flood and storm protection services;
- g. Improvement, rehabilitation or maintenance of any real or personal property that has been contaminated by hazardous substances;
- h. Purchase, construction, expansion, improvement, or rehabilitation of any real or tangible property with useful life of more than five years; and,
- i. Design, engineering, acquisition or construction of public facilities with a useful life of more than five years including:

1. Local park, recreation, parkway and open-space facilities,
2. Libraries,
3. Childcare facilities,
4. Water transmission and distribution facilities, natural gas, telephone, energy and cable television lines, and
5. Government facilities.

Landowner and City agree that Property does not presently receive any of these services from the City and that all of these services are new services.

9.3. Community Facilities District for Residential Property - Financing.

In addition to the funding provided as part of the Community Facilities District identified in Section 9.1, City acknowledges that Landowner may desire to finance the acquisition or construction of a portion of the improvements described in Section 8.2 through the Community Facilities District. The costs associated with the items identified in Section 8.2 shall be in addition to the annual cost imposed to comply with Section 9.1. The following provisions shall apply to any to the extent that the Landowner desires to fund any of the improvements set forth in Section 8.2 through the Community Facilities District:

- 9.3.1 Issuance of Bonds.** City and Landowner agree that, with the consent of Landowner, and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued in amounts sufficient to achieve the purposes of this Section.
- 9.3.2 Payment Prior to Issuance of Bonds.** Nothing in this Agreement shall be construed to preclude the payment by an owner of any of the parcels to be included within the CFD of a cash amount equivalent to its proportionate share of costs for the improvements identified in Section 8.2, or any portion thereof, prior to the issuance of bonds.
- 9.3.3 Private Financing.** Nothing in this Agreement shall be construed to limit Landowner's option to install the improvements through the use of private financing.
- 9.3.4 Acquisition and Payment.** City agrees that it shall use its best efforts to allow and facilitate monthly acquisition of completed improvements or completed portions thereof, and monthly payment of appropriate amounts for such improvements to the person or entity constructing improvements or portions thereof, provided City shall only be obligated to use CFD bond or tax proceeds for such acquisitions.

10. Processing of Subsequent Development Applications and Building Permits

Subject to Landowner's compliance with the City's application requirements including, specifically, submission of required information and payment of appropriate fees, and assuming Landowner is not in default under the terms and conditions of this Agreement, the City shall process Landowner's subsequent development applications and building permit requests in an expeditious manner. In addition, City agrees that upon payment of any required City fees or costs, City will designate or retain, as necessary, appropriate personnel and consultants to process Landowner's development applications and building permit requests City approvals in an expeditious manner.

11. Reserved

11. Amendment or Cancellation.

11.1. Modification Because of Conflict with State or Federal Laws. In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or State law or regulation. Any such amendment or suspension of the Agreement shall be approved by the City Council in accordance with the Municipal Code and this Agreement.

11.2. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law and the Municipal Code.

11.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 11.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in Section 5.2; (b) the permitted uses of the Property as provided in Sections 6.2 and 7.1; (c) provisions for reservation or dedication of land; (d) the location and maintenance of on-site and off-site improvements; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings or (g) monetary contributions by Landowner as provided in this Agreement shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto.

11.4. Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) the density or intensity of use of the Project; (d) the maximum height or size of proposed buildings; (e) monetary contributions by the Landowner; (f) the location and maintenance of on-site and off-site improvements; or (g) any other issue or subject not identified as an "insubstantial amendment" in Section 11.3 of this Agreement, shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement,

which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

11.5. Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of the Municipal Code. Any fees paid pursuant to this Agreement prior to the date of cancellation shall be retained by City.

12. Term of Project Approvals. Pursuant to California Government Code Section 66452.6(a), the term of any parcel map or tentative subdivision map shall automatically be extended for the term of this Agreement.

13. Annual Review.

13.1. Review Date. The annual review date for this Agreement shall occur either within the same month each year as the month in which the Agreement is executed or the month immediately thereafter.

13.2. Initiation of Review. The City's Planning Director shall initiate the annual review by giving to Landowner written notice that the City intends to undertake such review. Within thirty (30) days of City's notice, Landowner shall provide evidence to the Planning Director to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner. The City's failure to timely initiate the annual review is not deemed to be a waiver of the right to do so at a later date; accordingly, Landowner is not deemed to be in compliance with the Agreement by virtue of such failure to timely initiate review.

13.3. Staff Reports. City shall deposit in the mail to Landowner a copy of all staff reports, and related Exhibits, concerning contract performance at least three (3) days prior to any annual review.

13.4. Costs. Costs reasonably incurred by the City in connection with the annual review shall be paid by Landowner in accordance with the City's schedule of fees and billing rates in effect at the time of review.

13.5. Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Landowner has not complied in good faith with the terms and conditions of the Agreement during the period under review, the City Council, upon receipt of any report or recommendation from the Planning Commission, may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted, in accordance with the procedures of State law. As part of that final

determination, the City Council may impose conditions that it considers necessary and appropriate to protect the interest of the City.

13.6. Appeal of Determination. The decision of the City Council as to Landowner's compliance shall be final, and any Court action or proceeding to attack, review, set aside, void or annul any decision of the determination by the Council shall be commenced within thirty (30) days of the final decision by the City Council.

14. Default. Subject to any applicable extension of time, failure by any party to substantially perform any term or provision of this Agreement required to be performed by such party shall constitute a material event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 15.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1. Procedure Regarding Defaults.

14.1.1. Notice. The Complaining Party shall give written notice of default to the Party in Default, specifying the default complained of by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

14.1.2. Cure. The Party in Default shall diligently endeavor to cure, correct or remedy the matter complained of, provided such cure, correction or remedy shall be completed within the applicable time period set forth herein after receipt of written notice (or such additional time as may be deemed by the Complaining Party to be reasonably necessary to correct the matter).

14.1.3. Failure to Assert. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

14.1.4. Notice of Default. If an Event of Default occurs prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, the Party in Default shall have such period to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged default is such that it cannot, practicably be cured within such thirty (30) day period, the cure shall be deemed to have occurred within such

thirty (30) day period if: (a) the cure shall be commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the curing party's receipt of the notice), the curing party provides written notice to the other party that the cure cannot practicably be completed within such thirty (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given.

14.1.5. Legal Proceedings. Subject to the foregoing, if the Party in Default fails to cure a default in accordance with the foregoing, the Complaining Party, at its option, may institute legal proceedings pursuant to this Agreement or, in the event of a material default, terminate this Agreement. Upon the occurrence of an Event of Default, the parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement, or in the City's regulations if any governing development agreements, expressly including the remedy of specific performance of this Agreement.

14.1.6. Effect of Termination. If this Agreement is terminated following any Event of Default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

15. Estoppel Certificate. Either Party may, at any time, and from time to time, request written notice from the other Party requesting such Party to certify in writing that, (a) this Agreement is in full force and effect and a binding obligation of the Parties; (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (c) to the knowledge of the certifying Party the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the Parties. City Manager of City shall be authorized to execute any certificate requested by Landowner. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default.

16. Mortgagee Protection; Certain Rights of Cure.

16.1. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this

Agreement, including the lien for any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

16.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 17.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon, authorized by the Project Approvals or by this Agreement, unless Mortgagee agrees to and does construct or complete the construction of improvements, or guarantees such construction of improvements, or pays, performs or provides any fee, dedication, improvements or other exaction or imposition as required by the Project Approvals.

16.3. Notice of Default to Mortgagee and Extension of Right to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given Landowner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Landowner, any notice given to Landowner with respect to any claim by City that Landowner has committed an Event of Default. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the Event of Default claimed set forth in the City's notice. City, through its City Manager, may extend the cure period provided in Section 15.1.2 for not more than an additional sixty (60) days upon request of Landowner or a Mortgagee.

17. Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

18. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

19. Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement.

Should any legal action be brought by either party for breach of this Agreement or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the Court.

20. Attorneys' Fees and Costs in Legal Actions By Third Parties to the Agreement and Continued Permit Processing.

If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate and appear in defending such action. Landowner shall bear its own costs of defense as a real party in interest in any such action. Landowner shall reimburse City on an equal basis for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding and shall pay any attorneys fees and costs that may be awarded to the third party or parties. The City agrees that in the event an action at law or in equity to challenge the validity of the Project Approvals is filed by a third party other than by a state or federal agency, the City will continue to process and approve permit applications that are consistent with and comply with the Project Approvals unless a court enjoins further processing of permit applications and issuance of permits.

21. Transfers and Assignments.

From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit G, and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of the City Manager on behalf of the City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

22. Agreement Runs with the Land.

Except as otherwise provided for in Section 15 of this Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property; (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each party and each successive owner during its ownership of such

properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

23. Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

24. Indemnification. Landowner agrees to indemnify, defend and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for (1) any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by the City or another public entity (except as provided in an improvement agreement or maintenance bond) and (2) any additional mitigation required, including but not limited to payment of any mitigation fees that may be imposed, as a result of a lawsuit filed by a third party challenging or seeking to invalidate the Project Approvals.

25. Insurance.

25.1. Public Liability and Property Damage Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than two million (\$2,000,000) dollars and a deductible of not more than fifty thousand (\$50,000) dollars per claim. The policy so maintained by Landowner shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

25.2. Workers' Compensation Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain Workers' Compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for its respective employees. Landowner agrees to indemnify the City for any damage resulting from Landowner's failure to maintain any such insurance.

25.3. Evidence of Insurance. Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 26.1 and 26.2 and evidence that the carrier is required to give the City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and

appointive boards, commissions, officers, agents, employees and representatives and to Landowner performing work on the Project.

26. Excuse for Nonperformance. Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, condemnation, requisition, laws, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Party claiming the extension of time to perform. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

27. Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Landowner and, the City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

28. Notices. All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the City shall be addressed as follows:

CITY OF LODI
City Manager
P.O. Box 3006
Lodi, CA 95241-1910

Notice required to be given to the Landowner shall be addressed as follows:

FRONTIER COMMUNITY BUILDERS, INC.

Either party may change the address stated herein by giving notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

29. Form of Agreement; Recordation; Exhibits. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of

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Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Lot), the City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of ____ pages and ____ Exhibits, which constitute the entire understanding and agreement of the parties.

30. Further Assurances. The Parties agree to execute such additional instruments and to undertake such actions as may be necessary to effectuate the intent of this Agreement.

31. City Cooperation. The City agrees to cooperate with Landowner in securing all permits which may be required by City. In the event State or Federal laws or regulations enacted after the Effective Date, or action of any governmental jurisdiction, prevent delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended, or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

IN WITNESS WHEREOF, the City of Lodi, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the City Council of the City of Lodi on the _____ day of _____, 2007, and Landowner has caused this Agreement to be executed.

"CITY"

"LANDOWNER"

CITY OF LODI,
a municipal corporation

FRONTIER COMMUNITY BUILDERS, INC.

By: _____

By: _____

Name: Blair King

Name:

Its: City Manager

Its:

ATTEST:

City Clerk

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APPROVED AS TO FORM:

D. Stephen Schwabauer
City Attorney

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EXHIBIT LIST

| | |
|--------------|--|
| Exhibit A-1: | Legal Description of the Property |
| Exhibit A-2: | Diagram of the Property |
| Exhibit B: | General Plan Land Use Map |
| Exhibit B-1: | Zoning Map for Project Site |
| Exhibit C: | Reserved |
| Exhibit D: | Development Plan and Infrastructure Map for the Property |
| Exhibit E: | Growth Management Allocations |
| Exhibit F: | Annexation Approvals |
| Exhibit G: | Form of Assignment |
| Exhibit H: | Reserved |
| Exhibit I: | Park Improvements |
| Exhibit J: | Required Park Amenities |
| Exhibit K: | Benefited Properties |
| Exhibit L: | Agreement to Amend Westside Development Agreement |

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein is situated in the State of California, County of San Joaquin, City of Lodi, and is described as follows:

EXHIBIT A-2
DIAGRAM OF THE PROPERTY

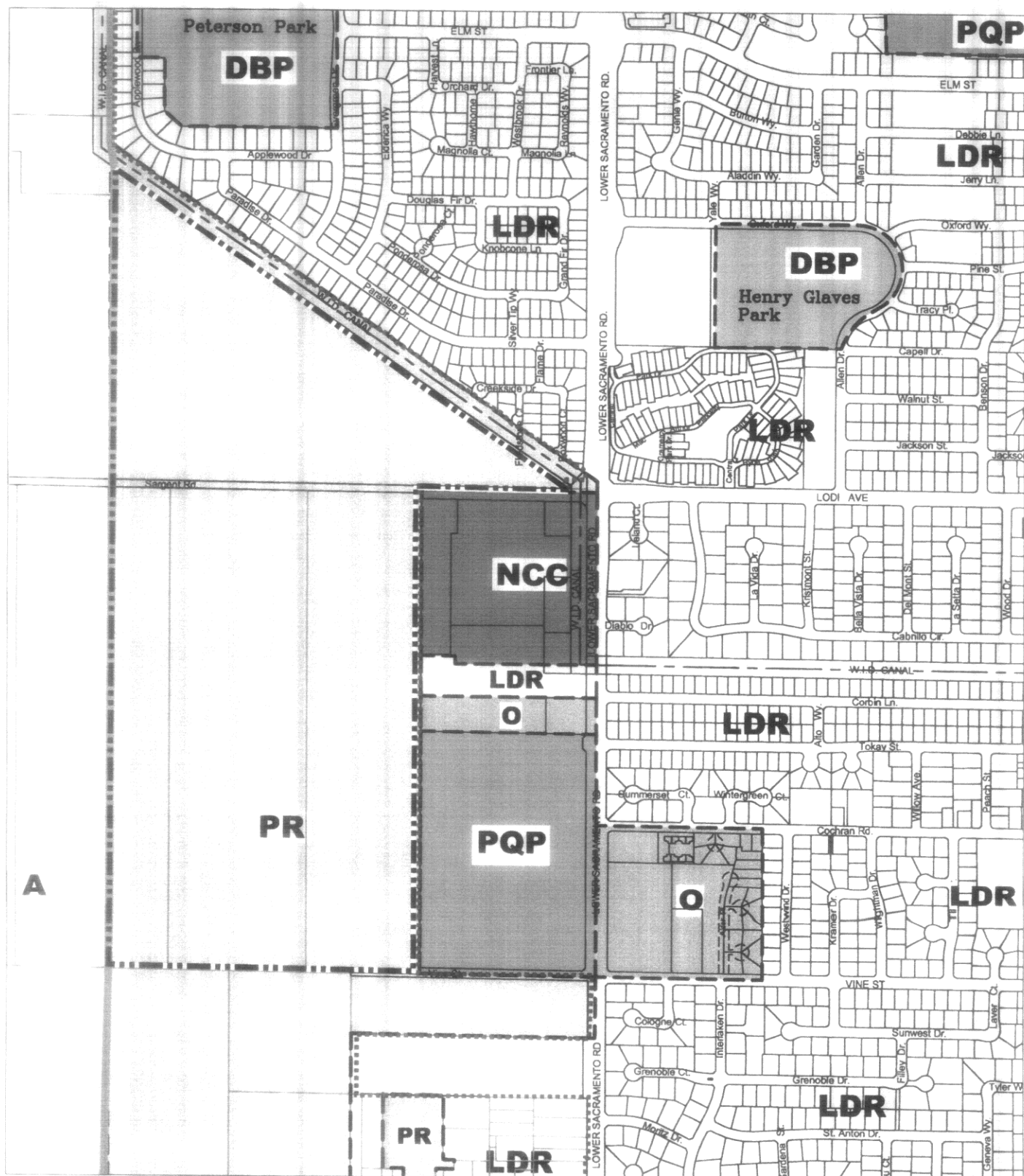
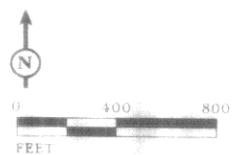


FIGURE IV.A-3

Lodi Annexation EIR
General Plan Designations

LSA



SOURCE: CITY OF LODI, 2005

I:\LOD531\wsd\swgate\figures\Fig_IVA3.ai (10/11/05)

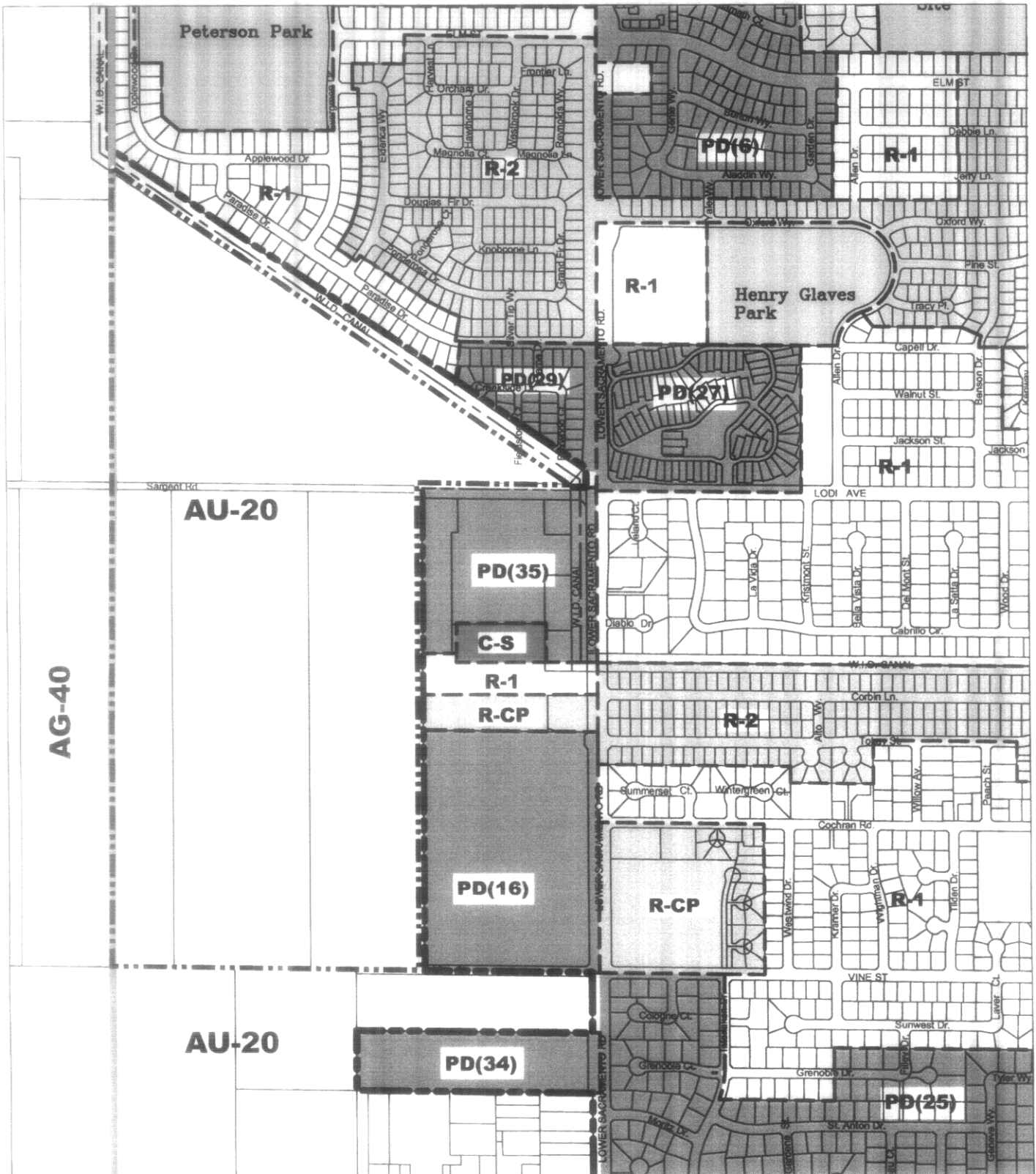


FIGURE IV.A-5

LSA



0 400 800
FEET

- WESTSIDE PROJECT SITE
- CITY LIMITS
- SPHERE OF INFLUENCE

LODI ZONING

- R-1 SINGLE FAMILY
- R-2 SINGLE FAMILY
- P-D PLANNED DEVELOPMENT
- R-CP PROFESSIONAL OFFICES
- C-S SHOPPING CENTER
- PUB PUBLIC

SAN JOAQUIN COUNTY ZONING

- AU-20 AGRICULTURE, URBAN RESERVE, MINIMUM 20 ACRES
- AG-40 GENERAL AGRICULTURE, MINIMUM 40 ACRES

Lodi Annexation EIR
Zoning Designations

SOURCE: CITY OF LODI, 2005.

E:\OD531\wsd\swgate\figures\Fig_IVA5.ai (11/20/05)

EXHIBIT C

Reserved

EXHIBIT D

DEVELOPMENT PLAN AND INFRASTRUCTURE MAP FOR THE PROPERTY

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EXHIBIT E

**WESTSIDE PROJECT
GROWTH MANAGEMENT ALLOCATION TABLE**

| Applicable Date | Allocation |
|--|--|
| Effective Date of Development Agreement | 215 Low Density Units (Reserve) |
| Within the Calendar Year One Year after the Effective Date | 70 Medium Density Units |
| Within the Calendar Year Two Years after Effective Date | 180 High Density Units 40 Low Density Units |
| Within the Calendar Year Three Years after Effective Date | 40 Low Density Units |
| Within the Calendar Year Four Years after Effective Date | 40 Low Density Units |
| Within the Calendar Year Five Years after Effective Date | 40 Low Density Units |
| Within the Calendar Year Six Years after Effective Date | 40 Low Density Units |
| Within the Calendar Year Seven Years after Effective Date | 40 Low Density Units |
| Within the Calendar Year Eight Years after Effective Date | 40 Low Density Units |

EXHIBIT F
ANNEXATION APPROVALS

EXHIBIT G

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910
Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO FRONTIER COMMUNITY BUILDERS WESTSIDE
DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 200____, by and between Frontier Community Builders, a _____ corporation (hereinafter "Developer"), and _____, a _____ (hereinafter "Assignee").

RECITALS

1. On _____, 2007, the City of Lodi and Developer entered into that certain agreement entitled "Development Agreement By and Between The City of Lodi and Frontier Community Builders, Inc. related to the development known as Frontier Community Builders Westside Project (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of San Joaquin County on _____, 2007, as Instrument No. ____-_____.

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2. Developer intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibit A-1 and Exhibit A-2, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

3. Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

1. Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. Developer retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Developer.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Section 28 of the Development Agreement for the Developer with respect to the Assigned Parcel shall be:

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

DEVELOPER:

a _____

By: _____

Print Name: _____

Title: Division President

ASSIGNEE:

a _____

By: _____

Print Name: _____

Title: _____

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EXHIBIT H
RESERVED

EXHIBIT I **PARK IMPROVEMENTS**

Basin/Park Area Summary

| Westside Annexation | | | | |
|---------------------|---------------------|-------------------|-----------------|-----------------|
| Location | Basin (1), acres | Park | | Total, acres |
| | | Net (2), acres | Gross, acres | |
| A | 2.9 | 1.6 | 1.6 | 4.5 |
| B | | 2.1 | 2.1 | 2.1 |
| C | 8.2 | 5.4 | 6.1 | 14.3 |

| Southwest Gateway Annexation | | | | |
|------------------------------|---------------------|-------------------|-----------------|-----------------|
| Location | Basin (1), acres | Park | | Total, acres |
| | | Net (2), acres | Gross, acres | |
| D | 5.9 | 1.5 | 1.5 | 7.4 (3) |
| E | 6.7 | 2.4 | 2.4 | 9.1 (4) |
| F | 4.8 | 1.5 | 1.5 | 6.3 |
| G | | 2.2 | 2.2 | 2.2 |
| H | | 2 | 2 | 2 |
| Open Space on Century Blvd. | | 0 | 0 | 0 (5) |

- (1) Westside Annexation area basin calculations not approved.
The basin area numbers are subject to change.
- (2) Net area measured from street right of way.
Area requirements are exclusive of bike and ped routes.
- (3) Park to be located at the southwest end of designated area.
- (4) Park to be located at the south end of designated area.
- (5) Two slivers of open space are shown on Century Blvd.
Neither area provides sufficient space for park facilities.

EXHIBIT J

REQUIRED PARK AMENITIES

| | | Bike Rack | Pool | Water Play | Tennis | Basketball | Bocce | Horseshoes | Playground | Picnic Table | Picnic Shelter (Rental) BBQ | Passive Area | Fields | Off Street Parking | Trees | Turf | Irrigation Booster Pump | Restroom | Drinking Fountain | Furniture | Light | Bike/ Ped | Signs |
|-------------|-------|--------------|------|---------------|--------|------------|-------|------------|------------|-----------------|--------------------------------------|-----------------|--------|--------------------------|-------|------|-------------------------------|----------|----------------------|-----------|-------|--------------|-------|
| A | Basin | | | | | | | | | | | | X | | | | | | | | | | |
| | Park | X | | | | | | | X | X | X | | | | X | X | X | | X | X | X | | X |
| B | Park | X | | | | X | X | X | X | X | X | | | | X | X | X | | X | X | X | X | X |
| | Basin | | | X | | | | | | | | | X | | X | X | X | | | | | | |
| C | Park | X | | | | | X | X | X | X | X | | | | X | X | X | X | X | X | X | X | X |
| | Basin | | | | | | | | | | | | X | | | | | | | | | | |
| D | Park | X | | | | X | | X | X | X | X | | | | X | X | X | | X | X | X | | X |
| | Basin | | | | | | | | | | | X | X | | X | X | X | | | | | | |
| E | Park | X | | X | | X | X | X | X | X | X | | | | X | X | X | X | X | X | X | X | X |
| | Basin | | | | | | | | | | | | X | | X | X | X | | | | | | |
| F | Park | X | | | | | | | X | X | X | | | | X | X | X | | X | X | X | | X |
| G | Park | X | | | | | | | X | X | X | | | | X | X | X | | X | X | X | | X |
| H | Park | X | | | | | | | X | X | X | | | | X | X | X | | X | X | X | | X |
| | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |
| * 2nd Phase | | | | | | | | | | | | | | | | | | | | | | | |

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EXHIBIT K

BENEFITED PROPERTIES

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EXHIBIT L

AGREEMENT TO AMEND WESTSIDE DEVELOPMENT AGREEMENT

859464-6
Draft Version 4 3/9/2007

AGREEMENT TO AMEND

WESTSIDE

DEVELOPMENT AGREEMENT

AND REFRAIN FROM CHALLENGING LAND USE PROJECT

THIS AGREEMENT is made this 4th day of December, 2007 by and between the City

of Lodi (City), a California General Law city, represented by the City Manager and City Attorney with the limited authority as described in Section 1.A; Citizens for Open Government, an unincorporated association (Citizens); and Frontiers Community Builders (Developer) a dba of Frontier Land Companies, a California Corporation. The Parties agree as follows:

1. Recitals.

A. The Parties to the Agreement.

The City of Lodi ("City") is a General Law city governed by a five-member city council.

For all purposes herein and during all times during the negotiation of this Agreement the City Manager and City Attorney have represented the City. However in this Agreement and at all times during the negotiation of the Agreement the City Manager and/or City Attorney have lacked the capacity or legal authority to bind the City of Lodi and/or the City Council. The parties understand that throughout the negotiation and in executing this Agreement the City Manager and City Attorney can only recommend to the City Council that it take certain actions. All authority and discretion remains with the City Council over whether the City Council will approve or disapprove of this Agreement. The City Council is scheduled to hear the Project at a duly noticed public hearing scheduled after February 1, 2007.

Citizens is an unincorporated association that has commented on the development

Developer, a private entity, is the applicant for the Development Agreements and Project Approvals described therein. The term "Developer" includes all related entities of Developer and their successors in interest.

B. The parties agree that the Development Agreements contain commitments for major infrastructure and amenities that will result in public benefits for the City.

C. Although Citizens are not fully satisfied with all aspects of the Project and EIR, it has balanced the benefits of the Project, including the changes to the draft Development Agreements as set forth in this Agreement, against the adverse effects of the Projects and has concluded that the Projects, separately or combined, are substantially more beneficial to the City than detrimental.

2. Modification of Development Agreement

The parties agree that the draft Development Agreement for the Project, scheduled to be considered by the City Council at the public hearing after January 1, 2007, is to be hereby amended by and through this Agreement, which shall be attached to the Development Agreement as Exhibit "___".

A. Mitigation For Agricultural Conversion Impacts of Project

(1) Developer shall obtain permanent easements to be held by the City or other qualified entity (e.g., Central Valley Farmland Trust) limiting the use of San Joaquin County real property to agricultural uses and related activities as are permitted from time to time under the agricultural zoning laws of the County ("Agricultural Conservation Easements"). In providing mitigation for impacts to agricultural land, Developer shall adhere to the terms of the final adopted San Joaquin County Agricultural Mitigation Ordinance, now under consideration by the San Joaquin County Board of Supervisors. (See November 14, 2006 draft Ordinance.)

(2) At a minimum, and notwithstanding the terms of the final, adopted County Ordinance, the Agricultural Conservation Easements shall be recorded on a 1:1 acre (conserved:developed) ratio against an aggregate total of up to 152 acres, more or less, contained within FCB Westside Project, involving one or more parcels of land - though not necessarily contiguous - with each mitigation acre located within San Joaquin County and zoned for agricultural uses ("Protected Properties"). If mitigation lands are located in the Primary Zone of the San Joaquin Delta that lies within the County, the mitigation ratio shall be on a 2:1 acre (conserved:developed) basis. However, if prior to the Developer's compliance with this agricultural mitigation requirement, the San Joaquin Board of Supervisors excludes land within certain areas of the County (e.g., the Primary Zone of the Delta) from being used for agricultural mitigation purposes, the parties agree that those lands would be excluded from being used for mitigation purposes under this Agreement.

(3) At a minimum, and notwithstanding the terms of the final, adopted County Ordinance, the Agricultural Conservation Easements may only apply to Protected Properties that are not encumbered by (a) any other perpetual open space conservation easement or

deed restriction or (b) any other perpetual agriculture mitigation easement or deed restriction. The cost of obtaining the Agricultural Conservation Easements shall rest with the Developer. The Protected Properties must be subject to permanent restrictions on use to ensure the availability of agricultural production capacity by limiting non-agricultural development that is inconsistent with agriculture uses and related activities. In accordance with the County's November 14, 2006, draft Mitigation Ordinance section 9-1080.3, subdivision (e)(1), the Developer shall pay an administrative fee to cover the costs of administering, monitoring and enforcing the farmland conservation easement in an amount to be determined by the qualified entity that will hold the conservation easement. If the City holds the Agricultural Conservation Easements, the City will monitor the Protected Properties subject to the easements biannually through its Planning Commission to ensure compliance with the requirements of this provision. If the City is selected to hold the Agricultural Conservation Easements, Developer will pay City \$5,000 to compensate the City for monitoring cost/contingencies in connection with the Agricultural Conservation Easements for the Westside Project.

(4) The Agricultural Conservation Easements shall be recorded in the applicable ratio(s) against a minimum of each acre to be developed (or more) within any phased Final Subdivision Map of the Project prior to the date the first residential building permit is issued to Developer for any such phase thereof.

(5) City shall notify Citizens of which site(s) are selected to meet the requirements of this provision 30 days prior to the recordation of any Agricultural Conservation Easements pursuant to this Agreement. If both Citizens and the City agree, the mitigation ratio applicable to mitigation lands outside of the Delta Primary Zone may be reduced if the Developer proposes to obtain conservation easements that, in the judgment of both Citizens and the City, have a greater mitigation value than lands that could otherwise be used as mitigation for agricultural impacts of the Projects under this provision.

B. Home Building, Energy and Conservation Features within the Project

1) Developer shall become a California Green Builder prior to the construction of the homes within the Projects. The California Green Builder program requires that all homes are at least 15% more energy efficient than currently mandated by Title 24 in California and meet guidelines for energy efficiency set by the US Environmental Protection Agency. The homes within the Projects may contain a variety of energy efficient features and alternative energy features such as high efficient insulation, high performance windows, high efficient heating and cooling equipment, cool roofing, radiant barriers, awnings, overhangs day lighting and qualified lighting.

2) Developer's status as a California Green Builder requires Developer to implement water conservation features that saves 20,000 gallons per home per year. Developer shall provide front yard landscaping using weather based irrigation controllers and drip irrigation and may utilize other water conservation features such as high efficiency fixtures and efficient plumbing technologies, products and materials. Developer also agrees to use weather based irrigation controllers in front yards, parks and common areas.

3) Developer shall make available solar power features and electrical car charging stations or outlets that homeowners within the Projects may elect to purchase as part of that homeowner's option package.

4) Developer agrees that at least 50% of the construction site waste shall be recycled or otherwise diverted from landfill disposal.

5) Developer shall use only EPA approved natural gas fireplaces, fireplace inserts, woodstoves or pellet stoves when such fireplaces are installed. Developer will comply with all federal, state and local laws and regulations pertaining to the installation of wood burning fireplaces.

6) Developer will encourage landscape maintenance companies to use electric-powered equipment.

7) Shade trees will be planted where appropriate throughout the Project and located to shade paved areas and to protect dwellings from energy consuming environmental conditions.

8) Developer agrees to comply with the California Green Builder program that applies to high density residential units. Currently a pilot program exists that is substantially similar to the low density program, with the exception of the 20,000 gallon per home per year in water conservation.

C. New Urbanism neighborhood design.

Developer believes that the Project's current land use plans promote the principles of New Urbanism that include neighborhoods that are walk-able, interconnected, that include pedestrian friendly streetscapes; bicycle friendly design elements; well integrated, highly visible, and publicly accessible open spaces. Developer is also committed to designing the specific components of the Projects to include housing and structural forms that are visually interesting, well modulated, constructed of high quality materials, proportionate to their surroundings, and a range of housing types, sizes and affordability.

D. Pedestrian Transit and Bicycle Infrastructure: Developer agrees to implement the following measures:

1) Provide pedestrian enhancing infrastructure that includes: sidewalks and pedestrian paths, direct pedestrian connections, street trees to shade sidewalks, pedestrian safety designs/infrastructure, street lighting and/or pedestrian signalization and signage, and

2) Provide bicycle-enhancing infrastructure that includes: bikeways/paths connecting to a bikeway system as well as secure bike parking.

E. Lodi Eastside: The Project's requirement for investment in Lodi's eastside community as set forth in the FCB Westside Development Agreement is hereby amended to require that any units which are selected by the Developer to be rehabilitated or replaced and which are currently at affordable rents for persons or families of low income shall remain affordable for persons of low income.

F. Water Supply: Additional entitlements for urban development within the Project area (i.e., subdivision maps, parcel maps, building permits, etc.) shall not be granted for any dwellings within the Project area after total water use exceeds the projected safe groundwater yield of the Project area until additional water sources (e.g., W.I.D. groundwater recharge or water treatment or otherwise) are available. According to the Westside-Southwest Gateway Project Water Supply Assessment (July 2006) ("WSA"), a total of approximately 257 acre feet per year will be available for the Westside Project upon its annexation while the total projected water demand will likely be in excess of that amount before full build-out occurs. The purpose of this provision, then, is to ensure that water use by the Project does not exceed the projected increase in safe groundwater yield attributable to annexation of the Project area into the City until additional water sources (e.g., W.I.D. groundwater recharge or water treatment or otherwise) are available. (See WSA, Figure 5-4.)

G. Agricultural Conflicts: Developer shall strive to phase development in a manner that will reduce land use conflicts with lands currently in agricultural use to the west of the Project. To the extent feasible, Developer will generally develop the Project in an east to west direction.

H. Challenges:

1) No Challenge by Citizens/Cerney: This Agreement will not become effective in the event that Citizens and/or Ann Cerney: (1) file any legal action challenging the City's certification of the EIR; (2) file any legal action challenging the City's approval of the Project's land use approvals, including the amendments to the West Side Facilities Master Plan; (3) file any legal action challenging the San Joaquin Local Agency Formation Commission's compliance with CEQA; (4) file any legal action challenging the San Joaquin Local Agency Formation Commission's approval of the annexation of the territory to the City of Lodi; (5) qualify a referendum petition to require an election concerning one or more of the Project's legislative approvals, or (6) violate the terms or the spirit of this Agreement in any other manner.

2) Challenge by Third Party:

a. The amendment to the Development Agreement called for in this Agreement will become partially ineffective as set forth below in the event that any other party: (1) files any legal action challenging the City's certification of the EIR; (2) files any legal action challenging the City's approval of the Project's land use approvals; (3) files any legal action challenging the San Joaquin Local Agency Formation Commission's compliance with CEQA; (4) files a legal action challenging the San Joaquin Local Agency Formation Commission's approval of the annexation of the territory to the City of Lodi; or, (5) qualifies a

referendum petition to require an election concerning one or more of the Project's legislative approvals.

b. If an event triggers a partial invalidity as called for above, the ratio of number of acres to be mitigated per Section 2.A. will be reduced by 50% and reimbursement of a portion of the fees paid to Citizens under the Southwest Gateway Development Agreement dated November 15, 2006 (see Paragraph 3C. therein) shall be due from Citizens to Developer (within 60 days of its written notice to Citizens) in the amount of \$7,600. Moreover, Citizens' statute of limitations to file an action challenging the City's certification of the EIR and/or land use approvals will be tolled for thirty (30) days from the limitations period established by CEQA. City and Developer grant a second conditional and limited tolling of the statute of limitations to file an action challenging City's certification of the EIR. This conditional and limited tolling will only arise upon a legal challenge by a third party to LAFCO's determination on the EIR and/or annexation and Citizens' time to file an action shall extend for only thirty (30) days after the third party files its action.

c. In the event that dismissals with prejudice are filed with any applicable Court before answers are filed in the third party litigation then Citizens will dismiss any subsequent actions and the terms of this Agreement shall be fully restored.

3. Miscellaneous.

A. Ann Cerney, as the sole representative of Citizens, shall appear at all appropriate City Council hearings and express support for the approval of this Agreement, and non-opposition to the City Council's approval of the Project and certification of the EIR.

B. Citizens represents and warrants that Ann Cerney has authority to execute this Agreement on behalf of Citizens and is authorized to speak on behalf of the organization at all Lodi City Council and other public meetings.

C. Developer has previously agreed to conditionally pay \$40,000 to Citizens as reimbursement to Citizens for attorney fees expended in the negotiation and executing of an amendment to the Southwest Gateway Development Agreement along the same lines as set forth above; therefore, the parties further agree that Developer owes no additional amounts to reimburse members of the Citizens for any time and effort expended in the process of amending the Westside Development Agreement.

D. If the public benefits included in this Agreement are not adopted by the City Council, Citizens' support for approval of this Agreement and non-opposition to the City Council's approval of the Projects and certification of the EIR will be withdrawn and its previously stated objections will be renewed. City and Developer agree not to assert an exhaustion of administrative remedies defense as to those issues specifically raised and exhausted at hearings regarding the Project if litigation ensues and this agreement becomes null and void, or partially invalid, under this Agreement.

4. Independent Effect: Effective Date of Agreement.

5. Agreement Not to Sue or Circulate a Referendum Petition.

6. Counterparts.

Tom Doucette
Frontier Land Companies
By: Tom Doucette, President

City of Lodi
By: Blair King, City Manager

Ann M. Cerney
Citizens for Open Government
By: Ann Cerney

RESOLUTION NO. 2007-50

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LODI APPROVING THE REQUEST OF
TOM DOUCETTE, FRONTIER COMMUNITY BUILDERS, FOR
AN AMENDMENT TO THE BICYCLE TRANSPORTATION
MASTER PLAN TO IMPLEMENT THE WESTSIDE PROJECT

=====

WHEREAS, the City Council of the City of Lodi has heretofore held a duly noticed public hearing, as required by law, on the requested Master Plan Amendment, in accordance with the Government Code and Lodi Municipal Code Chapter 17.84; and

WHEREAS, the affected properties are located within the Bicycle Transportation Master Plan area; and

WHEREAS, the project proponent and applicant is Tom Doucette, Frontier Community Builders, 10100 Trinity Parkway, Suite 420, Stockton, CA 95219; and

WHEREAS, the City of Lodi Planning Commission held public hearings on the proposed amendments on October 11, 2006 and October 25, 2006, and its motion to recommendation approval to the City Council was defeated on a 2:5 vote; and

WHEREAS, on March 21, 2007, the City Council certified the Environmental Impact Report (EIR) (EIR-05-01) and adopted Findings and Statement of Overriding Considerations pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, the Bicycle Transportation Master Plan includes a Class 1 bike path along the western edge of the Westside Project area boundary; and

WHEREAS, the request is to change the location of the Class I bike path shown on the Bicycle Transportation Master Plan to reflect the proposed location within the bike and pedestrian trail centrally located within the Westside Land Use plan and a portion of the path (north of Sargent Road and south of the Woodbridge Irrigation District canal) to be accommodated on a local street within the residential development; and

WHEREAS, all legal prerequisites to recommend the approval of this request have been met; and

WHEREAS, based upon the evidence within the staff report and project file, the City Council of the City of Lodi makes the following findings:

1. The EIR (EIR-05-01) was certified and Findings and Statement of Overriding Considerations for the project pursuant to CEQA were adopted by City Council Resolution No. 2007-48.
2. The required public hearing by the Planning Commission was duly advertised and held in a manner prescribed by law.
3. The required public hearing by the City Council was duly advertised and held in a manner prescribed by law.

4. The requested Bicycle Transportation Master Plan amendment does not conflict with adopted plans or policies of the General Plan and will serve sound planning practice.
5. The Westside Project would comply with the other bike path locations shown on the Bicycle Transportation Master Plan including a Class II bike path on Lodi Avenue and a Class II or III bike path on Vine Street.
6. The size, shape, and topography of the site are physically suitable for the residential development proposed.

NOW, THEREFORE, BE IT FOUND, DETERMINED, AND RESOLVED that the Planning Commission of the City of Lodi hereby approves amendments to the Bicycle Transportation Master Plan to implement the Westside Project as follows:

1. The Bicycle Transportation Master Plan is hereby amended to modify the location of the Class I bike path from the western edge of the Westside Project area to be centrally located within the plan area.

Dated: March 21, 2007

=====

I hereby certify that Resolution No. 2007-50 was passed and adopted by the City Council of the City of Lodi at a regular meeting held on March 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Katzakian, and Mayor Johnson

NOES: COUNCIL MEMBERS – Mounce

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – Hansen



RANDI JOHL
City Clerk

RESOLUTION NO. 2007-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI
APPROVING THE REQUEST OF TOM DOUCETTE, FRONTIER
COMMUNITY BUILDERS, FOR AN AMENDMENT TO THE
CONCEPTUAL LAND USE/CIRCULATION PLAN OF
THE WESTSIDE FACILITIES MASTER PLAN

=====

WHEREAS, the City Council of the City of Lodi has heretofore held a duly noticed public hearing, as required by law, on the requested Westside Facilities Master Plan amendment, in accordance with the Government Code and Lodi Municipal Code Chapter 17.84; and

WHEREAS, the affected properties are located within the Westside Facilities Master Plan; and

WHEREAS, the applicant is Tom Doucette, Frontier Community Builders, 10100 Trinity Parkway, Suite 420, Stockton, CA 95219; and

WHEREAS, the applicant represents property owners within the Westside Project area, which is encompassed by the Westside Facilities Master Plan, and these property owners have provided consent to the project proponent and applicant for this Master Plan amendment request; and

WHEREAS, the City of Lodi Planning Commission held public hearings on the proposed Master Plan amendments on October 11, 2006 and October 25, 2006, and its motion to recommend approval to the City Council was defeated on a 2:5 vote; and

WHEREAS, the Conceptual Land Use/Circulation Plan of the Westside Facilities Master Plan contains a greenbelt buffer along the western edge of the plan area; and

WHEREAS, the request is to change the Conceptual Land Use/Circulation Plan of the Westside Facilities Master Plan to reflect the proposed Westside Project Land Use Plan as shown in Exhibit A; and

WHEREAS, specific text amendments related to the change in the Conceptual Land Use/Circulation Plan are defined here as Exhibits B through G; and

WHEREAS, all legal prerequisites to recommend the approval of this request have been met; and

WHEREAS, based upon the evidence within the staff report and project file, the City Council of the City of Lodi makes the following findings:

1. The Environmental Impact Report (EIR) (EIR-05-01) and Findings and Statement of Overriding Considerations for the project pursuant to the California Environmental Quality Act (CEQA) were adopted by City Council Resolution No. 2007-48.
2. The required public hearing by the Planning Commission was duly advertised and held in a manner prescribed by law.
3. The required public hearing by the City Council was duly advertised and held in a manner prescribed by law.

4. The requested Westside Facilities Master Plan Amendment does not conflict with adopted plans or policies of the General Plan and will serve sound planning practice.
5. The proposed design and improvement of the site is consistent with all applicable standards adopted by the City in that the project, as conditioned, will conform to adopted standards and improvements mandated by the City of Lodi Public Works Department Standards and Specifications and the Zoning Ordinance, as well as all other applicable standards.
6. The size, shape, and topography of the site are physically suitable for the residential development proposed.

NOW, THEREFORE, BE IT FOUND, DETERMINED, AND RESOLVED that the City Council of the City of Lodi hereby approves amendments to the Westside Facilities Master Plan as follows:

1. The Westside Facilities Master Plan Land Use/Circulation Plan (page 9) shall be revised as shown on Exhibit A attached hereto.
2. Figures 7 and 8 shall be removed and text in the List of Exhibits (page ii) shall be revised as shown on Exhibit B attached hereto.
3. Page 14 of the Westside Facilities Master Plan shall be replaced with the text changes shown on Exhibit C attached hereto.
4. Page 16 of the Westside Facilities Master Plan shall be replaced with the text changes shown on Exhibit D attached hereto.
5. Page 17, Figure 6, shall be revised as shown on Exhibit E attached hereto.
6. Page 18 of the Westside Facilities Master Plan shall be replaced with the text changes shown on Exhibit F attached hereto.
7. Page 31 of the Westside Facilities Master Plan shall be replaced with the text changes shown on Exhibit G attached hereto.

Dated: March 21, 2007

=====

I hereby certify that Resolution No. 2007-51 was passed and adopted by the City Council of the City of Lodi at a regular meeting held on March 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Katzakian, and Mayor Johnson

NOES: COUNCIL MEMBERS – Mounce

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – Hansen


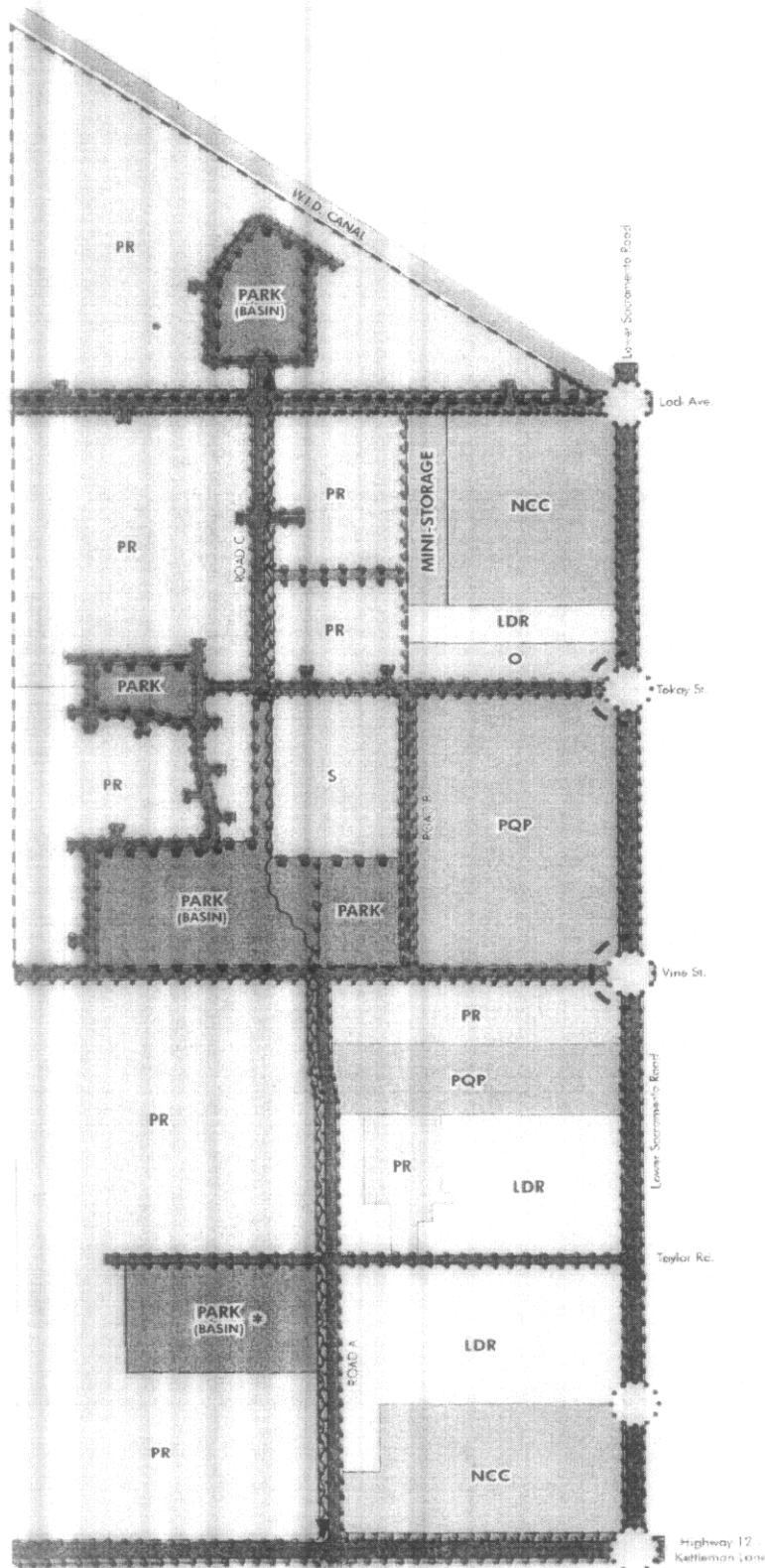

RANDI JOHL
City Clerk

EXHIBIT A
REVISED FIGURE 3: LAND USE/CIRCULATION PLAN FOR THE WESTSIDE
FACILITIES MASTER PLAN

LODI WESTSIDE FACILITIES MASTER PLAN

(AMENDED 2006)



LEGEND

- PROJECT BOUNDARY
- MAIN ENTRY
- SIGNALIZED INTERSECTION
- OPEN SPACE CORRIDOR
- LOW DENSITY RESIDENTIAL
- PLANNED RESIDENTIAL
- NEIGHBORHOOD PARK
- PUBLIC / QUASI PUBLIC
- OFFICE
- SCHOOL
- NEIGHBORHOOD/COMMUNITY COMMERCIAL

ARTERIAL ROADS

HIGHWAY 12 / KETTLEMAN LANE
LOWER SACRAMENTO ROAD
LODI AVENUE

COLLECTOR ROADS

LODI AVENUE
TOKAY STREET
VINE STREET
ROAD A
ROAD B
ROAD C

RESIDENTIAL ROADS

TAYLOR ROAD

- * - PARK BASIN LOCATION IS CONCEPTUAL. EXACT LOCATION AND DIMENSIONS OF THIS PARK BASIN HAVE NOT BEEN DETERMINED.

SCALE: 1" = 300'

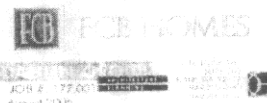


EXHIBIT B

REVISED TEXT FOR PAGE ii OF THE WESTSIDE FACILITIES MASTER PLAN

Lodi Westside Facilities Master Plan

List of Exhibits

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EXHIBIT C

REVISED TEXT FOR PAGE 14 OF THE WESTSIDE FACILITIES MASTER PLAN

Lodi Westside Facilities Master Plan

Community parks are primarily for active uses and structured recreation. Community park facilities should be designed for organized activities and sports. Community parks may also provide specialized community wide interest facilities. Where neighborhood parks are absent, community parks can serve their function.

3.1 Westside Park

Westside Park, a 17-acre Neighborhood Park and aquatic center, is consistent with the Lodi Park, Recreation and Open Space Plan's, Cochran Park concept. As shown in figure 5, this park is intended to be the central focal element of the Plan Area. Westside Park forms, distinguishes, and gives character to the Plan Area residential neighborhoods creating a community image. Westside Park will be contiguous to the proposed elementary school site and the Open Space Corridor. The park is designed to provide a variety of active play areas, especially focused on the needs of children. The Open Space Corridor will provide access to surrounding neighborhoods.

As illustrated in figure 5, the proposed park uses around the lake include two children's playgrounds, picnic areas, a paved bicycle and pedestrian pathway system, a soccer field, tennis courts, and a multi-use basketball/roller blade/hockey court.

The Lodi Park, Recreation and Open Space Plan recommends that an aquatic center be located in Westside Park. The aquatic center should be designed to adequately serve the Westside of Lodi. To enhance revenue opportunities for operation and maintenance of the aquatic center, the center should consider slides and other water related features in addition to a 25-yard/50-meter multi-purpose pool as proposed in the Master Plan.

3.0 PARKS AND OPEN SPACE (Revised 2007)

14

EXHIBIT D

REVISED TEXT FOR PAGE 16 OF THE WESTSIDE FACILITIES MASTER PLAN

Lodi Westside Facilities Master Plan

The three-acre aquatic center is located at the east end of the park, adjacent to the proposed Elementary School site. The aquatic center illustrated in Figure 5 includes a water park, a multi-purpose pool, a dive pool, and an office/restroom facility. The aquatic's center restroom will be accessible from the park. The water park site is capable of maintaining two water slides, a zero depth pool, water spray features for children and a sand area to give users a feeling of being at the beach. This center will have the capability to serve high schools and the Lodi Swim Club.

Parking for the aquatic center will be served by a single parking lot located adjacent to planned collector streets. The parking lot will be served by two entries, each with access/egress ability. The parking lot will accommodate automobiles as well as buses. While parking is available, a substantial number of residences will access the Westside Park via a pedestrian/bicycle trail system.

3.2 Open Space Corridor

Lodi has a well-defined edge that divides its urban uses from abutting agricultural uses, a value cherished by many residents. However, the proximity of agricultural operations to urban uses also creates conflicts affecting both farmers and residents. Conflicts relating to farming at the urban-agriculture interface can be minimized by installation of a landscaped open space buffer area, fences and/or walls as a transition from agriculture to urban. To maximize the use of an Open Space Corridor, the Open Space corridor should be located central to the project area and its facilities integrated within the Corridor should be treated as a public asset, maintained for use as a community benefit.

The Open Space Corridor shown in Figure 3, is a community facility that extends beyond the Plan Area. According to the Park, Recreation and Open Space Plan. The Corridor will extend north to Turner Road and south the Harney Lane. The corridor is central to the Plan Area, and establishes a central open space spine to provide pedestrian connections to parks and schools within the Plan Area. The width of the Open Space Corridor should range from 30 to 50 feet.

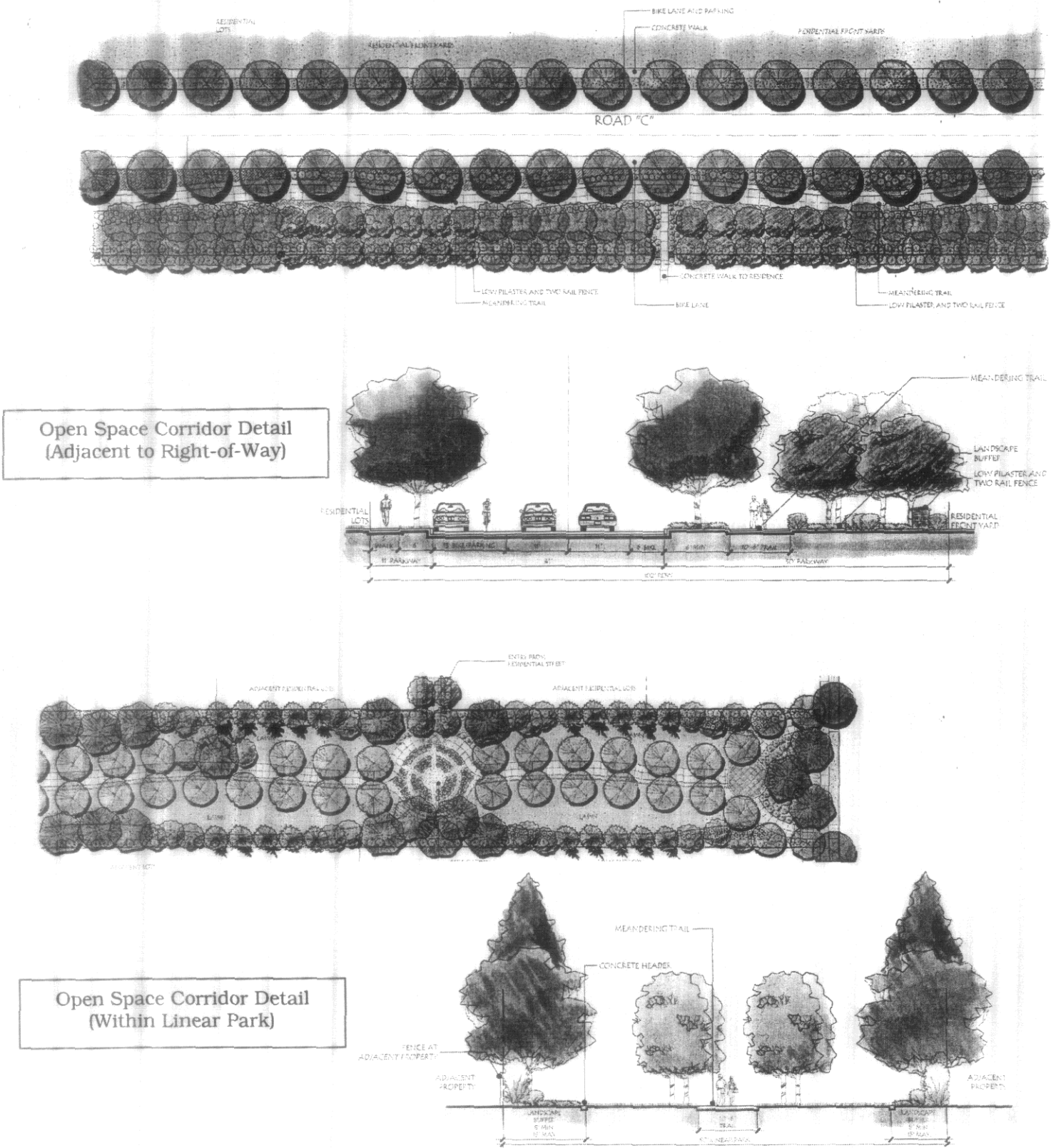
The Open Space Corridor serves as a passive recreational facility with a 12-foot meandering bike and pedestrian path. The bicycle and pedestrian path will serve the community needs. The path should be designed to meander through the Open Space Corridor. The bicycle and pedestrian path should provide links to the residential neighborhoods, Westside Park and to bike and pedestrian path that connects to the Elementary School.

3.0 PARKS AND OPEN SPACE (Revised 2007)

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EXHIBIT E
REVISED FIGURE 6: OPEN SPACE CORRIDOR DETAIL

Lodi Westside Facilities Master Plan



OPEN SPACE CORRIDOR DETAIL

FIGURE 6

3.0 PARKS AND OPEN SPACE (Revised 2007)

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EXHIBIT F

REVISED TEXT FOR PAGE 18 OF THE WESTSIDE FACILITIES MASTER PLAN

Lodi Westside Facilities Master Plan

Landscaping along the Open Space Corridor should provide a natural open space atmosphere. Canopy trees should be grouped together along the corridor. Landscaping such as broad shade trees, accent trees, shrubs and native species should be encouraged within the open space area. The bicycle and pedestrian trail within the Open Space Corridor shall meander through the corridor and consist of a paved walking and biking trail and a decomposed granite trail for runners.

Recognizing the importance of the Open Space Corridor as a major open space and recreational amenity to Plan Area and community, it is important that the corridor provide an environment that is safe and accessible. Paralleling the Open Space Corridor with residential streets would provide safe and convenient access to the recreational opportunities along the Open Space corridor. As a recreational and open space amenity to the Plan Area and the community, a parallel street would result in an attractive and aesthetically pleasing streetscape that would promote individual neighborhood and overall community identity.

Homes adjacent to the Open Space Corridor should be oriented to encourage maximizing the aesthetic value of the Open Space Corridor and create an inviting community edge. Preferably, homes adjacent to the Open Space Corridor should be oriented with the front yard and entry of the home directly facing the Open Space Corridor. Orientation of residences toward the Open Space Corridor would provide visual access into the corridor and discourage neighborhood policing of the Open Space Corridor. Homes adjacent to the Open Space Corridor may be oriented with the side yard facing the Open Space Corridor. However, this type of orientation should be provided only under limited conditions. Under no circumstance should homes adjacent to the Open Space Corridor be oriented with the rear yard facing the corridor.

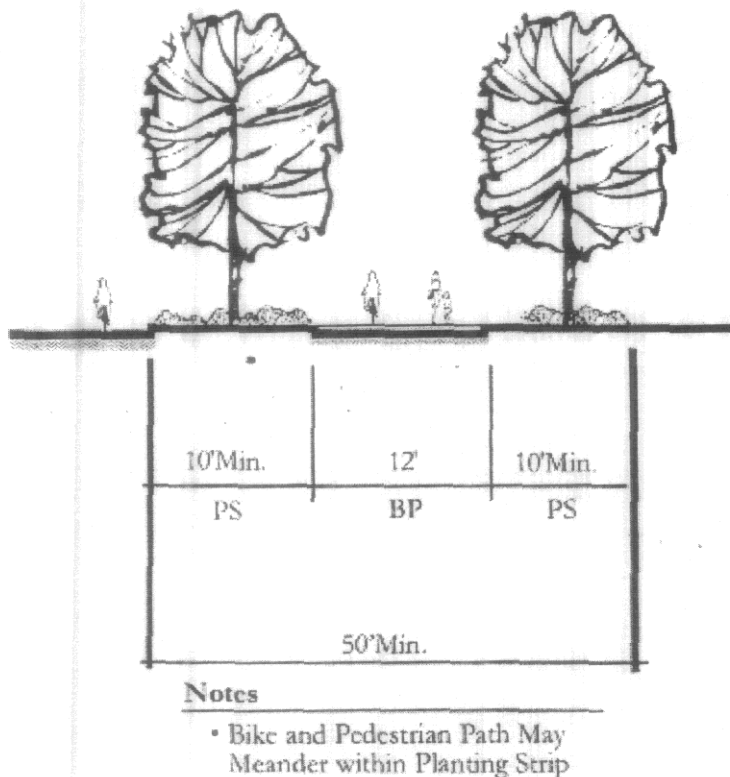
EXHIBIT G

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Lodi Westside Facilities Master Plan

4.4.2 Bicycle Path

A Bicycle Path or Class I Bikeway that is separated from a street or road. According to the Lodi Bicycle Transportation Master Plan, the preferable bike path is 12 feet wide. This allows for a two way bike path and pedestrian facility, as shown in Figure 18.



BIKE AND PEDESTRIAN PATH CONCEPT

FIGURE 18

As a regional facility, the Open Space Corridor would ultimately extend beyond the Plan Area. A bicycle path should adhere within the Open Space Corridor, meandering through the corridor within the Plan Area, and may continue north and south to the extents of the proposed Open Space Corridor, as shown in Figure 6, Open Space Corridor Detail. The path would be used for bicyclists and pedestrians. The path would link the Plan Area neighborhoods through other pathways.

4.5 Pedestrian Facilities

The key pedestrian path should be located along the Open Space Corridor to provide alternative modes of transportation within the Lodi Westside Plan Area, as shown in Figure 6, Open Space Corridor Detail. The path may be combined with a bicycle path, which has the capability of connecting the north side of the Plan Area to the southern portion of the area with links to residential areas, the Westside Park and Aquatic Center, the elementary school and to commercial areas. The pedestrian path may also continue north and south to the extents of the proposed Open Space Corridor.

4.0 CIRCULATION (Revised 2007)

REVISED TEXT OF
WESTSIDE FACILITIES MASTER PLAN

(with markup)

EXHIBIT B

REVISED TEXT FOR PAGE ii OF THE WESTSIDE FACILITIES MASTER PLAN

Lodi Westside Facilities Master Plan

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EXHIBIT C

REVISED TEXT FOR PAGE 14 OF THE WESTSIDE FACILITIES MASTER PLAN

Lodi Westside Facilities Master Plan

Community parks are primarily for active uses and structured recreation. Community park facilities should be designed for organized activities and sports. Community parks may also provide specialized community wide interest facilities. Where neighborhood parks are absent, community parks can serve their function.

3.1 Westside Park

Westside Park, a 17-acre Neighborhood Park and aquatic center, is consistent with the Lodi Park, Recreation and Open Space Plan's, Cochran Park concept. As shown in figure 5, this park is intended to be the central focal element of the Plan Area. Westside Park forms, distinguishes, and gives character to the Plan Area residential neighborhoods creating a community image. Westside Park will be contiguous to the proposed elementary school site and the Greenbelt Open Space Corridor. The park is designed to provide a variety of active play areas, especially focused on the needs of children. The adjacent Greenbelt Open Space Corridor will provide access to surrounding neighborhoods.

~~Consistent with the Lodi Park, Recreation and Open Space Plan, the park provides a three-acre water feature and multi-use grass areas that can be utilized as detention basins. As recommended in the Lodi Park, Recreation and Open Space Plan, the three-acre lake should include a large water fountain to add visual interest to the overall park site. Since the lake is a significant visual element of the Plan Area, every effort should be made to keep the lake free of nuisances and as clean and attractive as possible for the viewing pleasure and enjoyment of the residents.~~

~~The design of the lake should include design features which offer a productive ecosystem that provides recreational and aesthetic pleasure to the Plan Area. These design features include: (1) the proposed depth of eight feet; (2) a one foot water depth at the lake edge; (3) a well designed air injection system (e.g., water fountain, bubbler); and (4) hardpan for the lake bottom. Fish should be planted in the lake to provide an ecological balance. These and other design features allow the aquatic ecology to remain balanced with an active lake management.~~

~~Swimming and wading in the lake should be prohibited since such activities cannot be properly supervised and the water quality necessary to meet State and Local requirements is not practical to maintain. Signs prohibiting swimming and wading should be posted at strategic locations.~~

As illustrated in figure 5, the proposed park uses around the lake include two children's playgrounds, picnic areas, a paved bicycle and pedestrian pathway system, a soccer field, tennis courts, and a multi-use basketball/roller blade/hockey court.

The Lodi Park, Recreation and Open Space Plan recommends that an aquatic center be located in Westside Park. The aquatic center should be designed to adequately serve the Westside of Lodi. To enhance revenue opportunities for operation and maintenance of the aquatic center, the center should consider slides and other water related features in addition to a 25-yard/50-meter multi-purpose pool as proposed in the Master Plan.

3.0 PARKS AND OPEN SPACE (Revised 2007)

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EXHIBIT D

REVISED TEXT FOR PAGE 16 OF THE WESTSIDE FACILITIES MASTER PLAN

Lodi Westside Facilities Master Plan

The three-acre aquatic center is located at the east end of the park, adjacent to the proposed Elementary School site. The aquatic center illustrated in Figure 5 includes a water park, a multi-purpose pool, a dive pool, and an office/restroom facility. The aquatic's center restroom will be accessible from the park. The water park site is capable of maintaining two water slides, a zero depth pool, water spray features for children and a sand area to give users a feeling of being at the beach. This center will have the capability to serve high schools and the Lodi Swim Club.

Parking for the aquatic center will be served by a single parking lot located adjacent to planned collector streets. The parking lot will be served by two entries, each with access/egress ability. The parking lot will accommodate automobiles as well as buses. While parking is available, a substantial number of residences will access the Westside Park via a pedestrian/bicycle trail system.

3.2 Greenbelt Open Space Corridor

Lodi has a well-defined edge that divides its urban uses from abutting agricultural uses, a value cherished by many residents. However, the proximity of agricultural operations to urban uses also creates conflicts affecting both farmers and residents. Conflicts relating to farming at the urban-agriculture interface can be minimized by ~~maintaining a "Greenbelt" at the edge of the community~~ **installation of a landscaped open space buffer area, fences and/or walls** as a transition from agriculture to urban. To maximize the ~~benefits~~ **use** of an **"Greenbelt" Open Space Corridor**, ~~storm management~~ **the Open Space corridor should be located central to the project area and its facilities should be integrated within a greenbelt** the Corridor ~~and be~~ **should be** treated as a public asset, maintained for **use as a** ~~bio-diversity, ecological balance and~~ community benefit.

The Greenbelt **Open Space** Corridor shown in Figure 3, is a community facility that extends beyond the Plan Area. According to the Park, Recreation and Open Space Plan. The Corridor will extend north to Turner Road and south the Harney Lane. The corridor **is central to the Plan Area** ~~parallels the western edge of the Plan Area~~, and establishes a **buffer central open space spine to provide pedestrian connections to parks and schools within the Plan Area**, ~~between urban uses and agricultural opportunities~~. The width of the Greenbelt **Open Space** Corridor should range from **30 to 50 feet**.

The Greenbelt **Open Space** Corridor ~~also~~ serves as a passive recreational facility with a 12-foot meandering bike and pedestrian path ~~as well as a drainage basin for the Plan Area~~. Within the Plan Area, the 40-acre Greenbelt Corridor would be composed of 20-30 acres of connected lagoon-shaped storm water detention basins which flow southward towards Kettleman Lane/Highway 12 (refer to Figure 3). The bicycle and pedestrian path will serve the community needs. The path should be designed to meander **through the Open Space Corridor**, ~~around the lagoon detention basins~~. Bridges ~~should be placed at adequate locations to provide safe crossings when the basins are full, as shown in Figure 6, Greenbelt Corridor Detail~~. The bicycle and pedestrian path should provide links to the residential neighborhoods, Westside Park and to bike and pedestrian path that connects to the Elementary School.

3.0 PARKS AND OPEN SPACE **(Revised 2007)**

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EXHIBIT F

REVISED TEXT FOR PAGE 18 OF THE WESTSIDE FACILITIES MASTER PLAN

Lodi Westside Facilities Master Plan

Landscaping along the **Open Space Greenbelt** Corridor should provide a natural open space atmosphere. Canopy trees should be grouped together along the corridor. Landscaping such as broad shade trees, accent trees, shrubs and native species should be encouraged within the open space area. **The bicycle and pedestrian trail within the open space corridor shall meander through the corridor and consist of a paved walking and biking trail and a decomposed granite trail for runners.** Two types of lagoons are suitable for the Greenbelt Corridor to serve as detention facilities; recreational or natural lagoons. Recreational lagoon, as show in Figure 7, focus on landscaping, providing turn and other landscaping suitable for play area. Natural lagoons (shown in Figure 8) could focus on providing a tranquil, natural transition between urban development and adjacent agriculture. A Greenbelt Corridor composed of natural lagoons should include native plant species. Wet storm water basin should be designed and planted with native upland, flood-tolerant shoreline and aquatic species to stabilize banks, provide food and habitat and encourage indigenous plant colonization. Consideration should be given to the integration of naturalized plantings associated with a storm water lagoon and vegetation on adjoining parkland.

~~A zone of protective edge treatment of design and material (e.g., split rail fencing) and signage should be provided for public safety. Active recreation should be discouraged in the immediate vicinity of the lagoons. Consideration should also be given to the alignment of the bicycle and pedestrian paths through the Greenbelt Corridor so that riparian habitat is not adversely affected.~~

Recognizing the importance of the **open space greenbelt** corridor as a major open space and recreational amenity to Plan Area and community, it is important that the corridor provide and environment that is safe and accessible. Paralleling the **open space greenbelt** corridor with residential streets would provide safe and convenient access to the recreational opportunities along the **Open Space greenbelt** corridor. As a recreational and open space amenity to the Plan Area and the community, a parallel street would result in an attractive and aesthetically pleasing streetscape that would promote individual neighborhood and overall community identity.

Homes adjacent to the **open space greenbelt** corridor should be oriented to encourage maximizing the aesthetic value of the **open space greenbelt** corridor and create and inviting community edge. Preferably, homes adjacent to the **open space greenbelt** corridor should be oriented with the front yard and entry of the home directly facing the **open space greenbelt** corridor. Orientation of residences toward the **open space greenbelt** corridor would provide visual access into the corridor and discourage neighborhood policing of the **open space greenbelt** corridor. Homes adjacent to the **open space greenbelt** corridor may be oriented with the side yard facing the **open space greenbelt** corridor. However, this type of orientation should be provided only under limited conditions. Under no circumstance should homes adjacent to the **open space greenbelt** corridor be oriented with the rear yard facing the corridor ~~facing the corridor~~.

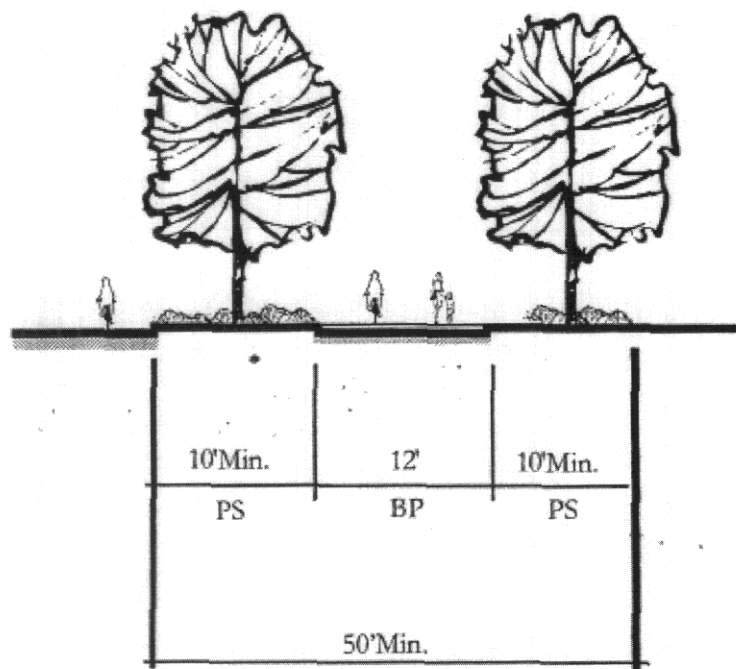
EXHIBIT G

REVISED TEXT FOR PAGE 31 OF THE WESTSIDE FACILITIES MASTER PLAN

Lodi Westside Facilities Master Plan

4.4.2 Bicycle Path

A Bicycle Path or Class I Bikeway that is separated from a street or road. According to the Lodi Bicycle Transportation Master Plan, the preferable bike path is 12 feet wide. This allows for a two way bike path and pedestrian facility, as shown in Figure 18.



Notes

- Bike and Pedestrian Path May Meander within Planting Strip

BIKE AND PEDESTRIAN PATH CONCEPT

FIGURE 18

As a regional facility, the Greenbelt Open Space Corridor would ultimately extend beyond the Plan Area. A bicycle path should adhere within the Greenbelt Open Space Corridor, meandering through the corridor around the lagoon detention basins within the Plan Area, and may continue north and south to the extents of the proposed Greenbelt Open Space Corridor, as shown in Figure 6, Greenbelt Open Space Corridor Detail. The path would be used for bicyclists and pedestrians. The path would link the Plan Area neighborhoods through other pathways.

4.5 Pedestrian Facilities

The key pedestrian path should be located along the Greenbelt Open Space Corridor to provide alternative modes of transportation within the Lodi Westside Plan Area, as shown in Figure 6.5, Greenbelt Open Space Corridor Detail. The path may be combined with a bicycle path, which has the capability of connecting the north side of the Plan Area to the southern portion of the area with links to residential areas, the Westside Park and Aquatic Center, the elementary school and to commercial areas. The pedestrian path may also continue north and south to the extents of the proposed Greenbelt Open Space Corridor.



*Please immediately confirm receipt
of this fax by calling 333-6702*

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: PUBLIC HEARING TO CONSIDER WESTSIDE PROJECT

PUBLISH DATE: SATURDAY, MARCH 3, 2007

LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: TUESDAY, FEBRUARY 27, 2007

**ORDERED BY: RANDI JOHL
CITY CLERK**


JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

DANA R. CHAPMAN
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

| | |
|-----|--|
| LNS | Faxed to the Sentinel at 369-1084 at <u>2:35 pm</u> (time) on <u>2/27/07</u> (date) <u>2</u> (pages) |
| | Phoned to confirm receipt of all pages at _____ (time) _____ JLT _____ DRC _____ JMP (initials) |



DECLARATION OF POSTING

NOTICE OF PUBLIC HEARING CONCERNING THE WESTSIDE PROJECT

On Tuesday, February 27, 2007, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing concerning the Westside Project (attached and marked as Exhibit A) was posted at the following locations:

Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 27, 2007, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK

A handwritten signature in cursive script, appearing to read "Jennifer M. Perrin", is written over a horizontal line.

JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

DANA R. CHAPMAN
ADMINISTRATIVE CLERK



DECLARATION OF MAILING

NOTICE OF PUBLIC HEARING CONCERNING THE WESTSIDE PROJECT

On February 27, 2007, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a Notice of Public Hearing concerning the Westside Project, attached hereto Marked Exhibit A. The mailing list for said matter is attached hereto, marked Exhibit B.

There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 27, 2007, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK, CITY OF LODI


JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

DANA R. CHAPMAN
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF CONTINUED PUBLIC HEARING

Date: March 21, 2007

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF CONTINUED PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, March 21, 2007**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) Certify the Lodi Annexation Environmental Impact Report for the Westside Project
- b) Approve the Westside Development Project, which includes an annexation, pre-zoning, Development Agreement, amendment to the Bicycle Transportation Master Plan, and an amendment to the Westside Facilities Master Plan to incorporate 151 acres into the City of Lodi to allow construction of 750 dwelling units, 3 neighborhood/community parks, and a public elementary school at 351 East Sargent Road, 70 East Sargent Road, 212 East Sargent Road, and 402 East Sargent Road

Information regarding this item may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 W. Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Randi Johl
City Clerk

Dated: February 21, 2007

Approved as to form:

D. Stephen Schwabauer
City Attorney

APN;OWNER;ADDRESS;CITY;STATE;ZIP;SITUSNUM;SITUSDIR;SITUSSTNAME;SITUSTYPE
E

02740004;KRISTMONT WEST;PO BOX 6;FAIR OAKS;CA;95628;2650;W;LODI;AV
02740005;KRISTMONT WEST;PO BOX 6;FAIR OAKS;CA;95628;333;S;LOWER SAC;RD
02740006;KRISTMONT WEST;PO BOX 6;FAIR OAKS;CA;95628;2500;W;LODI;AV
02740011;KRISTMONT, WEST;PO BOX 6;FAIR OAKS;CA;95628;333;S;LOWER SAC;RD
02943027;LARSEN, JEFFERY & LAURIE;55 APPLEWOOD
DR;LODI;CA;95242;55;;APPLEWOOD;DR
02943029;GIANNONI, JOHN M JR & KERRY TR;2960 APPLEWOOD
DR;LODI;CA;95242;2960;;APPLEWOOD;DR
02943030;BATCH, ROBERT II;2952 APPLEWOOD
DR;LODI;CA;95242;2952;;APPLEWOOD;DR
02943031;KORT, DALLAS DEAN & JONI ELLEN;PO BOX
126;LODI;CA;95241;2944;;APPLEWOOD;DR
02943032;HERYFORD, WILLIAM P & TINA C W;2936 APPLEWOOD
DR;LODI;CA;95242;2936;;APPLEWOOD;DR
02943033;HANSEN, LAWRENCE DONALD & LIND;2928 APPLEWOOD
DR;LODI;CA;95242;2928;;APPLEWOOD;DR
02943034;CLARK, MICHAEL & MELINDA;2920 APPLEWOOD
DR;LODI;CA;95242;2920;;APPLEWOOD;DR
02943035;WALLACE, KEITH & MACHELLE;29 PARADISE
DR;LODI;CA;95242;29;;PARADISE;DR
02943028;BARCUS, CASEY TR;3013 OLD RANCH
CIR;STOCKTON;CA;95209;45;;APPLEWOOD;DR
02949010;GATSCHET, TIMOTHY W & DONNA LE;2868 PARADISE
DR;LODI;CA;95242;2868;;PARADISE;DR
02949011;PEARSON, SUSAN P;2860 PARADISE
DR;LODI;CA;95242;2860;;PARADISE;DR
02949012;HERRICK, BRADLEY C & BEVERLY F;2852 PARADISE
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DR;LODI;CA;95242;2844;;PARADISE;DR
02949014;MORIN, JULIAANE TR ETAL;2836 PARADISE
DR;LODI;CA;95242;2836;;PARADISE;DR

EIR - NOA - FCB - Westside

02949015;BUTORAC, JOHN P TR;2828 PARADISE
DR;LODI;CA;95242;2828;;PARADISE;DR

02949016;KESSLER, ERNEST K & JOAN A;2820 PARADISE
DR;LODI;CA;95242;2820;;PARADISE;DR

02949017;MACBETH, KATHY L;2812 PARADISE
DR;LODI;CA;95242;2812;;PARADISE;DR

02949018;CHRISTENSEN, ANDERS & JOAN;2804 PARADISE
DR;LODI;CA;95242;2804;;PARADISE;DR

02949019;DEMPSEY, LLOYD B & MARCIA M TR;2728 PARADISE
DR;LODI;CA;95242;2728;;PARADISE;DR

02949020;HEBERLE, FREDERICK J & JUDY D;2720 PARADISE
DR;LODI;CA;95242;2720;;PARADISE;DR

02949021;CRANFORD, STEVE P ETAL;2712 PARADISE
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02949022;CURL, JASON & JENNIFER K;2704 PARADISE
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02950001;VOURLLES, JUDITH ETAL;PO BOX
450;WOODBIDGE;CA;95258;2694;;PARADISE;DR

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02950003;WATSON, STEVEN D & IVA M;2682 PARADISE
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DR;LODI;CA;95242;2676;;PARADISE;DR

02950005;HARPER, RONALD G & LUCILLE TR;2670 PARADISE
DR;LODI;CA;95242;2670;;PARADISE;DR

02950006;MARTINEZ, ERASMO J & ELAINA L;2664 PARADISE
DR;LODI;CA;95242;2664;;PARADISE;DR

02950007;MILLER, JAMES D JR & LARELLE L;2658 PARADISE
DR;LODI;CA;95242;2658;;PARADISE;DR

02950017;HURST, SHARON D TR;2652 PARADISE
DR;LODI;CA;95242;2652;;PARADISE;DR

02950018;WOODS, STEVEN P & DENISE L;2646 PARADISE
DR;LODI;CA;95242;2646;;PARADISE;DR

02950019;PERGERSON, MATTHEW T & GINA E;2640 PARADISE
DR;LODI;CA;95242;2640;;PARADISE;DR

EIR - NOA - FCB - Westside

02952001;PERLEGOS, GEORGIA;PO BOX 1823;LODI;CA;95241;2634;;PARADISE;DR

02952002;LUBELL, DONNA H;2628 PARADISE
DR;LODI;CA;95242;2628;;PARADISE;DR

02952003;ROMERO, ANTHONY J & MELISSA M;2622 PARADISE
DR;LODI;CA;95242;2622;;PARADISE;DR

02952011;LATERREUR, NORMA L TR;2621 CREEKSIDE
DR;LODI;CA;95242;2621;;CREEKSIDE;DR

02952012;WILSON, ROBERT G & NANCY A TR;2627 CREEKSIDE
DR;LODI;CA;95242;2627;;CREEKSIDE;DR

02952013;CHANG, CHE MING;2633 CREEKSIDE
DR;LODI;CA;95242;2633;;CREEKSIDE;DR

02952014;LIEBELT, BRIAN D & MARLIES N;2639 CREEKSIDE
DR;LODI;CA;95242;2639;;CREEKSIDE;DR

02952015;CHATHA, INDER S & SURJIT K;2643 CREEKSIDE
DR;LODI;CA;95242;2643;;CREEKSIDE;DR

02952016;PERLEGOS, JEFF ETAL;PO BOX
1823;LODI;CA;95241;2649;;CREEKSIDE;DR

02952017;MAGEE, JERRY K;2640 CREEKSIDE
DR;LODI;CA;95242;2640;;CREEKSIDE;DR

02952018;SILVANO, ROBERT M & BETHANY A;109 FIELDSTONE
CT;LODI;CA;95242;109;;FIELDSTONE;CT

02952019;PORTILLO, ADELA;127 FIELDSTONE
CT;LODI;CA;95242;127;;FIELDSTONE;CT

02952020;O DONNELL, ZACHARY R & KELLY J;130 FIELDSTONE
CT;LODI;CA;95242;130;;FIELDSTONE;CT

02952021;FREGGIARO, VICKIE L;120 FIELDSTONE
CT;LODI;CA;95242;120;;FIELDSTONE;CT

02952022;HAPPEL, DEAN A ETAL;114 FIELDSTONE
CT;LODI;CA;95242;114;;FIELDSTONE;CT

02952023;LARRABEE, GARY M & KELLY L;108 FIELDSTONE
CT;LODI;CA;95242;108;;FIELDSTONE;CT

02952025;FLAHERTY, DONALD D & DEBORAH R;115 BOXWOOD
CT;LODI;CA;95242;115;;BOXWOOD;CT

02952026;SANDOVAL, PAUL D & MARTHA;121 BOXWOOD
CT;LODI;CA;95242;121;;BOXWOOD;CT

EIR - NOA - FCB - Westside

02952027;MATTHEWS, DALE K;127 BOXWOOD CT;LODI;CA;95242;127;;BOXWOOD;CT

02952028;SOUZA, RODNEY J & TAMMY A;139 BOXWOOD
CT;LODI;CA;95242;139;;BOXWOOD;CT

02952029;MYERS, JERRY L;142 BOXWOOD CT;LODI;CA;95242;142;;BOXWOOD;CT

02952030;NICHOLS, DENNIS L;136 BOXWOOD CT;LODI;CA;95242;136;;BOXWOOD;CT

02952031;ODOM, DENISE A;130 BOXWOOD CT;LODI;CA;95242;130;;BOXWOOD;CT

02952032;BAUMBACH, MITZI M TR;124 BOXWOOD
CT;LODI;CA;95242;124;;BOXWOOD;CT

02952043;LODI CITY OF ;PO BOX 3006 ;LODI ;CA;95241;144; ;BOXWOOD ;CT

02703008;TRAVERSO, ALBERT K ETAL;PO BOX
247;ACAMPO;CA;95220;120;W;SARGENT;RD

02740001;TRAVERSO, ALBERT K ETAL;PO BOX
247;ACAMPO;CA;95220;70;E;SARGENT;RD

02740003;WL INVESTORS LP;10100 TRINITY PARKWAY SUITE
420;STOCKTON;CA;95219;402;E;SARGENT;RD

02938004;WOODBIDGE, IRRIG DIST ; ; ; ;00000;0; ; ;

02938005;PERLEGOS, GEORGIA ETAL ;PO BOX 1823 ;LODI ;CA;95241;351;E
;SARGENT ;RD

02740002;DHKS DEV CO;621 EVERGREEN DR;LODI;CA;95242;212;E;SARGENT;RD

Suplimentals:

02902021;PERROTT, PATRICK ANDREW ETAL;17560 HIGHLANDS
BLVD;SONOMA;CA;95476

02902022;JUNGEBLUT, ROSEMARY TR ETAL;859 TILDEN DR;LODI;CA;95242

FCB PROJECTS

ITEM I-1

City of Lodi City Council

Westside Land Use Plan

- **745 residential units**
 - 495 low density units
 - 70 medium density units
 - 180 high density units
- **24 acres parks, trails and open space**
- **10-acre elementary school site**



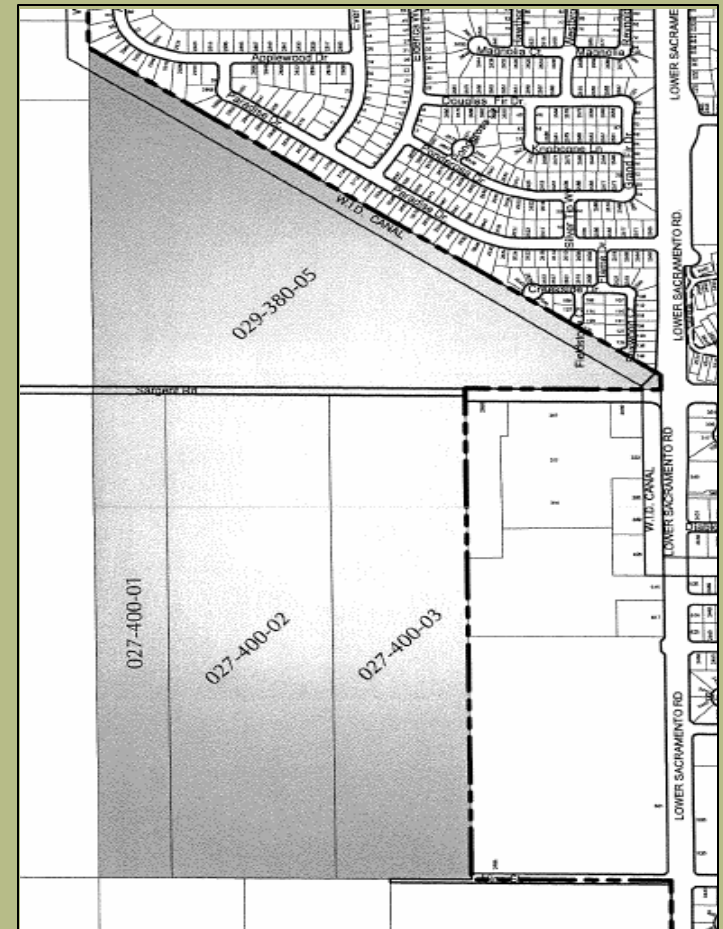
WESTSIDE PROJECT

ITEM I-1

City of Lodi City Council

Approvals requested:

- Prezone
- Annexation
- Development Agreement
- Westside Facilities Master Plan Amendment
- Bicycle Transportation Master Plan Amendment



March 21, 2007

WESTSIDE PROJECT

ITEM I-1

City of Lodi City Council

Subsequent Discretionary Approvals – Not Part of Current Request:

Development Plans

Subject to review and approval by the Planning Commission and City Council.

Tentative Subdivision Maps

Subject to review and approval by the Planning Commission.

Design Review

Subject to review and approval by the Planning Commission.

WESTSIDE PROJECT

ITEM I-1

City of Lodi City Council

PREZONE

Prior to annexation of lands, City must designate a zoning district for subject properties

- **Westside Project** area to be zoned PD (Planned Development)

WESTSIDE PROJECT

ITEM I-1

City of Lodi City Council

ANNEXATION

- Westside project area is 151 acres
- All parcels within the City's Sphere of Influence and were anticipated for development by the City's current General Plan

March 21, 2007

WESTSIDE PROJECT

ITEM I-1

City of Lodi City Council

DEVELOPMENT AGREEMENT

- The City has negotiated a DA for the Westside Project
- Private party agreement between the City and the Developer, that becomes a City Ordinance if approved by City Council
- Developer agrees to provide specific benefits to the City in exchange for a vested right to develop the property
- DA guarantees a specific number of units from the City's annual allocation system to be provided to the Developer
- DA locks in existing fees, policies and standards. With the exception of four specific fees or programs: 1) Proportionate share of Hwy 99 & Harney Lane interchange 2) Electrical capital mitigation fee 3) Agricultural land mitigation fee and 4) Proportionate share of water treatment system for WID water

March 21, 2007

WESTSIDE PROJECT

ITEM I-1

City of Lodi City Council

WESTSIDE DA BENEFITS FOR THE CITY

- Rehabilitate 25 residences in the City's Eastside neighborhood (total value of \$1,250,000)
- Design, construct and dedicate (to the City) all parks in the plan area
- Payment of \$226,000 for use by the City for economic development
- Obtain approval for and install public art within the plan area (total value of \$150,000)
- Maintenance of public improvements (including parks) for 2 years
- Payment of \$2,600,000 to acquire equipment for Lodi Fire Department
- Payment of \$300,000 as an endowment for the maintenance and operations cost of Hutchins Street Square
- Creation of a Community Facilities District (CFD) to fund payment of police, fire, library, recreation, flood control services for the plan area
- Payment of utility exit fees
- Construct all storm drain facilities interior to plan area
- Provide up to \$50,000 to partially fund Recycled Waste Water Mgmt Plan
- Design and construct all streets within the plan area

March 21, 2007

WESTSIDE PROJECT

ITEM I-1

City of Lodi City Council

AMENDMENT TO WESTSIDE FACILITIES MASTER PLAN (WFMP)

- WFMP approved by City Council on February 21, 2001
- Intended to “identify and plan for neighborhood and community parks and storm drainage improvements necessary to support 375 acres of existing and planned growth”
- Includes a Conceptual Land Use and Circulation Plan

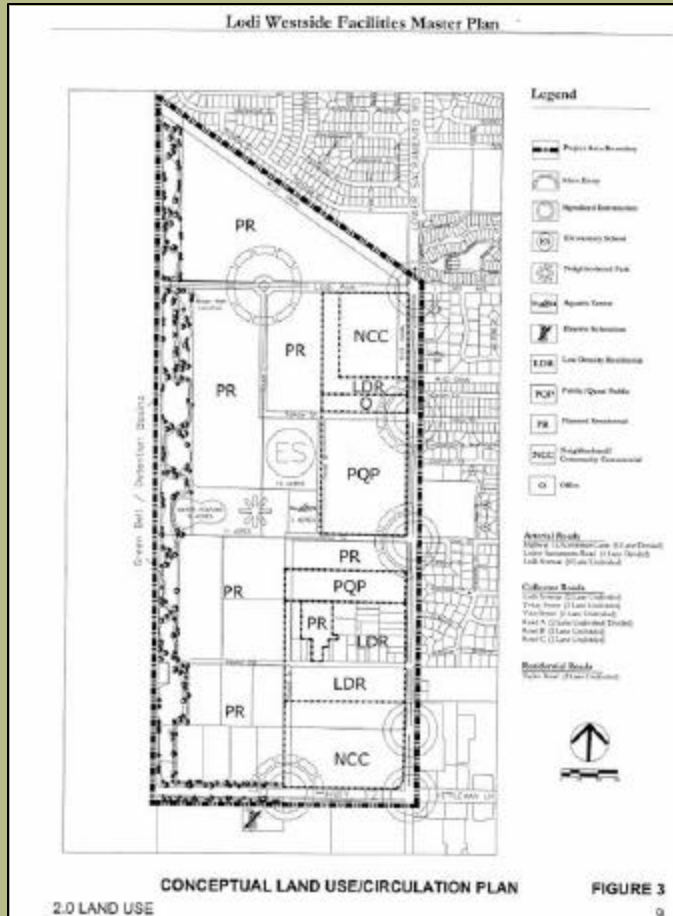
March 21, 2007

WESTSIDE PROJECT

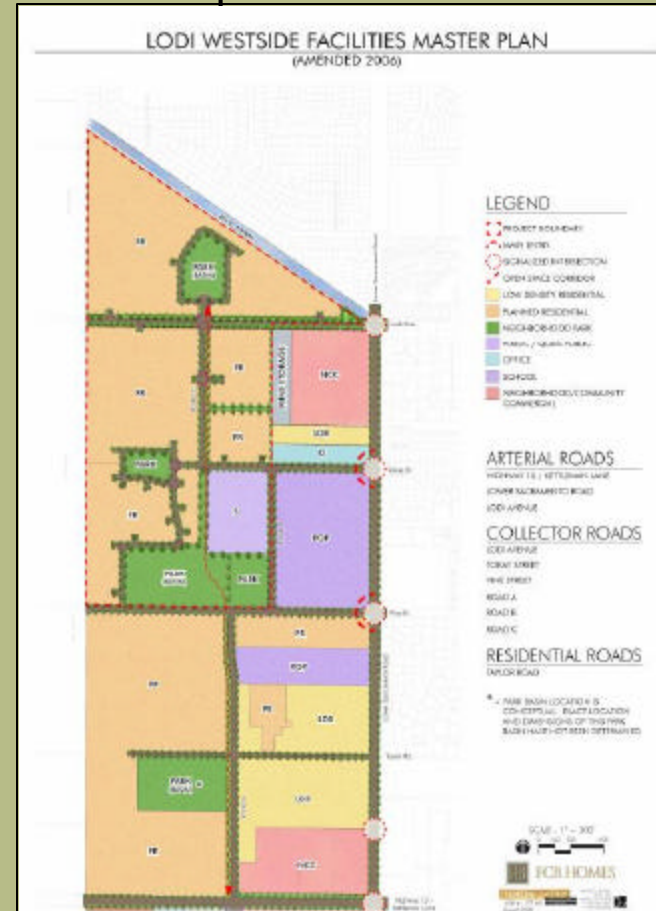
ITEM I-1

City of Lodi City Council

Current WFMP



Proposed WFMP



March 21, 2007

WESTSIDE PROJECT

ITEM I-1

City of Lodi City Council

BICYCLE MASTER PLAN AMENDMENT

- Bike plan currently shows a Class 1 bike path along western edge of the **Westside** plan area
- Amendment is requested to relocate the path within the open space spine, that is centrally located in the plan area

March 21, 2007

Recommended Actions on EIR

City of Lodi City Council

1. Discuss certification of the Lodi Annexations EIR
 - Consider the Planning Commission modifications
2. Take action on a recommendation for certification of the EIR
3. Following certification of the EIR, the Council can consider Westside project entitlements
 - Note that if the Council does not certify the EIR, the Council cannot take action on the project entitlements

LODI ANNEXATIONS EIR

ITEM I-1

City of Lodi City Council

PLANNING COMMISSION'S RECOMMENDATION on EIR:

- On 10-25-06, the Planning Commission recommended that the City Council certify the Lodi Annexations Final EIR with modifications to:
 - Mitigation Measure LU-1
 - Impact Statement and Mitigation Measure LU-2
 - Mitigation Measure TRANS-1

March 21, 2007

LODI ANNEXATIONS EIR

ITEM I-1

City of Lodi City Council

PLANNING COMMISSION'S RECOMMENDATION (cont):

Modify Mitigation Measure LU-1:

- To require a landscape plan for homes adjacent to agricultural uses
- To require tentative subdivision maps to include a 100-foot buffer along the western boundaries for the Westside projects

LODI ANNEXATIONS EIR

ITEM I-1

City of Lodi City Council

PLANNING COMMISSION'S RECOMMENDATION (cont):

Modify Impact Statement LU-2 and Mitigation Measure LU-2

- To require preservation of all Prime farmland (151 acres) at a 1:1 ratio with like kind agricultural uses in perpetuity
- Delete the option to pay a fee equal to the value of 151 acres or mitigation
- Add an option to comply with the County's Agricultural Mitigation Fee Program

LODI ANNEXATIONS EIR

ITEM I-1

City of Lodi City Council

PLANNING COMMISSION'S RECOMMENDATION (cont.):

Modify Mitigation Measure TRANS-2

- Require City Staff and City Council approval of the Traffic Mitigation Implementation and Financing Plan prior to the submittal of the Development Plan (verses the Tentative Subdivision Map)

WESTSIDE PROJECT

ITEM I-1

City of Lodi City Council

Planning Commission Actions on Project Entitlements

- Following a recommendation to the Certify the EIR, the Commission considered motions to recommend approval of the Westside Project.
- These motions were defeated on a 2:5 vote.
- The Commission did not consider any alternative motions, but indicated that the defeated motion represented their recommendation to deny the project.

March 21, 2007

Summary of Recommended Actions

Item I-1

City of Lodi City Council

STAFF RECOMMENDS THAT THE CITY COUNCIL:

EIR

- Certify the Lodi Annexation **Final EIR** as adequate CEQA analysis for the Westside Project.

Westside

- Initiate **Annexation** of the Westside plan area
- Approve the **Prezoning** Designation of PD for the Westside plan area
- Adopt the Westside **Development Agreement**
- Approve an amendment to the **Westside Facilities Master Plan**
- Approve an amendment to the **Bicycle Transportation Master Plan** for the Westside plan

March 21, 2007

WHY CEQA?

City of Lodi City Council

Basic Goal of CEQA:

- Develop and maintain a high-quality environment now and in the future, while the:

Specific Goals of CEQA are for California's public agencies to:

- 1) **Identify** the significant environmental effects of their actions; and, either
- 2) **Avoid** those **significant environmental effects**, where feasible; or
- 3) **Mitigate** those significant environmental effects, where feasible.

WHY CEQA?

City of Lodi City Council

Purpose of an EIR

- Provide State and local agencies and the general public with detailed information on the **potentially significant environmental effects** which a proposed project is likely to have, and
- List ways which the **significant** environmental effects may be minimized, and
- Indicate **alternatives** to the project

March 21, 2007

SIGNIFICANCE CRITERIA

City of Lodi City Council

What is Significant?

- Generally defined as a substantial or potentially substantial adverse change in the physical environment
- Determination calls for careful judgment
- Determination should be based on scientific and factual data
- Applicable regulatory and adopted standards

Factors not Relevant

- Project merits
- Speculation
- Policy Inconsistency (in and of itself)
- Public controversy

March 21, 2007

EIR FINDINGS

City of Lodi City Council

- A. **Land Use, Agricultural and Planning Policy** (S, SU)
- B. **Traffic and Circulation** (S, Potentially SU)
- C. **Air Quality** (S, SU)
- D. **Noise** (S, Potentially SU)
- E. Cultural and Paleontological Resources (S)
- F. Geology, Soils and Seismicity (S)
- G. Hydrology and Water Quality (S)
- H. Biological Resources (S)
- I. Hazards and Hazardous Materials (S)
- J. Utilities
- K. Public Services
- L. **Visual Resources** (S, SU)
- M. Energy

March 21, 2007

WHAT DOES IT MEAN TO CERTIFY AN EIR ?

City of Lodi City Council

15090. Certification of the Final EIR

Prior to approving a project the lead agency shall certify that:

- The final EIR has been completed in compliance with CEQA;
- The final EIR was presented to the decision-making body of the lead agency, and that the decision-making body reviewed and considered the information contained in the final EIR prior to approving the project; and
- The final EIR reflects the lead agency's independent judgment and analysis.

The analysis needs to be commensurate with the requested level of approval

WHAT DOES IT MEAN TO CERTIFY AN EIR ?

City of Lodi City Council

Section 15151. Standards for Adequacy of an EIR

- An EIR should be prepared with a **sufficient degree of analysis** to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences.
- An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in the light of what is reasonably feasible.
- Disagreement among experts does not make an EIR inadequate, but the EIR should summarize the main points of disagreement among the experts.
- The courts have looked not for perfection but for adequacy, completeness, and a good faith effort at full disclosure.

March 21, 2007

WHAT DOES IT MEAN TO CERTIFY AN EIR ?

City of Lodi City Council

Certification of an EIR does not mean:

- You like the project
- You hate the project
- The project should be approved
- The project should not be approved

It simply means that it provides adequate analysis and information for you to understand the potential significant environmental effect of implementing the proposed project

EIR RELATED QUESTIONS & CONCERNS

City of Lodi City Council

Analysis of Inconsistency with WFMP

The proposed land use plan is not entirely consistent with the land uses provided in the WFMP and an Amendment to the WFMP is required.

The WFMP Amendment is part of the proposed project, CEQA requires the EIR to evaluate the environmental/physical adverse effects that would occur if the Amendment is implemented.

The EIR evaluates the land use plan proposed by FCB, and identified one related physical adverse effect that is identified in the EIR is Impact LU-1. Mitigation Measure LU-1 addresses the potential conflict between agricultural and residential uses.

March 21, 2007

EIR RELATED QUESTIONS & CONCERNS

City of Lodi City Council

Analysis of Inconsistency with WFMP

Staff believes Mitigation Measure LU-1 is adequate; with the amended language to include a landscape plan in item c of the mitigation.

The Commission could recommend amending the mitigation measure to include a 100-foot buffer:

"d. Additionally, the applicant shall revise the plan prior to Tentative Map approval, to include an open space/landscape buffer with a minimum width of 100 feet."

March 21, 2007

EIR RELATED QUESTIONS & CONCERNS

City of Lodi City Council

Agricultural Mitigation

- Prime Farmland in the Other Areas to be Annexed (39 acres)
- An option that would require mitigation consistent with the County's program if it is adopted prior to project implementation
- 15-year preservation term for the agricultural easement versus in perpetuity

March 21, 2007

EIR RELATED QUESTIONS & CONCERNS

City of Lodi City Council

Agricultural Mitigation

Staff recommends that Impact LU-2 and Mitigation Measure LU-2 be revised to:

- Include the 39 acres of the Other Areas to be Annexed; and
- Include an option to comply with the County's program if it's adopted.

In Addition, the Planning Commission may:

- Recommend that the suggested minimum of 15 years for agricultural land conservation easement be amended to require the easement to be recorded in perpetuity.

This revision would be consistent with the Mitigation Measure included in the Reynolds Ranch EIR.

March 21, 2007

EIR RELATED QUESTIONS & CONCERNS

City of Lodi City Council

Traffic and Transportation

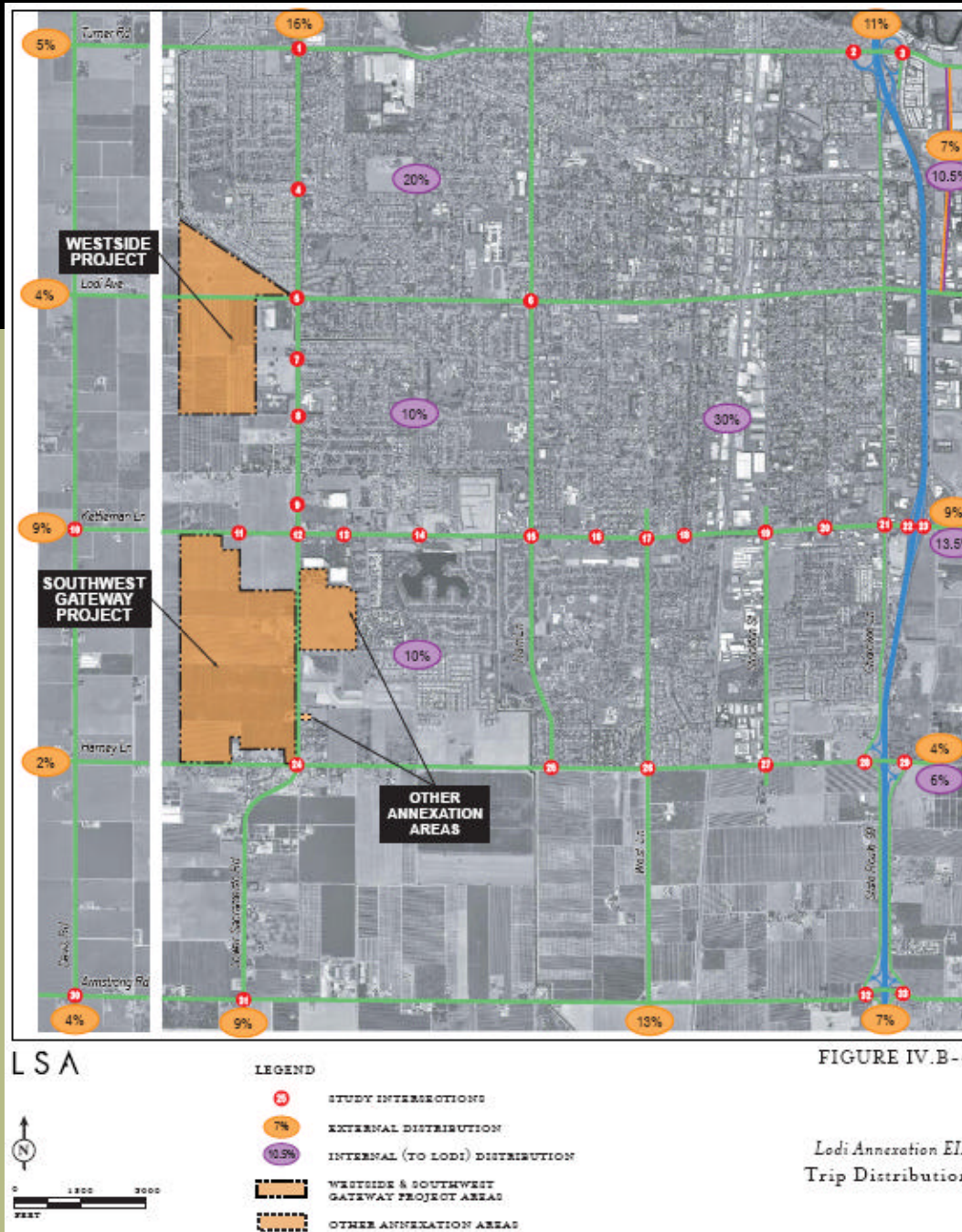
The Final EIR analyzed 33 intersections and identified:

15 intersections that would be significantly impacted under the **Existing Plus Project Scenario**

19 intersections that would be significantly impacted under the **Cumulative Scenario**

All intersections and mitigation measures are listed on page 74 and 75 of the Final EIR

March 21, 2007



| # | Intersection | Intersection Control | Existing With Project | | | | 2030 Cumulative | | | |
|----|--|-----------------------------|----------------------------|-----------------|----------------------------|-----------------|----------------------------|-----------------|----------------------------|-----------------|
| | | | AM Peak Hour | | PM Peak Hour | | AM Peak Hour | | PM Peak Hour | |
| | | | Delay ^a | LOS | Delay ^a | LOS | Delay ^a | LOS | Delay ^a | LOS |
| 1 | Turner Road/ Lower Sacramento Road – Woodhaven Lane | Signalized | 35.6 sec | D | 41.8 sec | D | 50.9 sec | D | 60.4 sec | E |
| 2 | Turner Road/SR 99 SB Ramps | Side-Street Stop Control | 6.7 sec (35.6 sec) | A (E) | 16.1 sec (107.9 sec) | B (F) | 28.1 sec (>120.0 sec) | D (F) | 67.1 sec (>120.0 sec) | F (F) |
| 3 | Turner Road/SR 99 NB Ramps | Side-Street Stop Control | 3.2 sec (17.9 sec) | A (C) | 6.0 sec (37.2 sec) | A (E) | 3.8 sec (24.7 sec) | A (C) | 11.0 sec (>120.0 sec) | B (F) |
| 4 | Elm Street/Lower Sacramento Road | Signalized | 20.3 sec | C | 26.4 sec | C | 23.9 sec | C | 45.8 sec | D |
| 5 | Lodi Ave. – Sargent Rd./Lower Sacramento Road | Signalized | 25.8 sec | C | 46.4 sec | D | 32.0 sec | C | 63.8 sec | E |
| 6 | Lodi Avenue/Ham Lane | Signalized | 33.0 sec | C | 39.9 sec | D | 40.2 sec | D | 54.2 sec | D |
| 7 | Tokay Street/Lower Sacramento Road | Signalized | 11.1 sec | B | 13.9 sec | B | 13.3 sec | B | 25.4 sec | C |
| 8 | Vine Street/Lower Sacramento Road | Signalized | 14.8 sec | B | 15.5 sec | B | 21.4 sec | C | 26.3 sec | C |
| 9 | Sunwest Market Place/Lower Sacramento Road | Signalized | 7.3 sec | A | 11.6 sec | B | 9.1 sec | A | 18.4 sec | B |
| 10 | Kettleman Lane/Davis Road | Side-Street Stop Control | >120.0 sec (>120.0 sec) | F (F) | >120.0 sec (>120.0 sec) | F (F) | >120.0 sec (>120.0 sec) | F (F) | >120.0 sec (>120.0 sec) | F (F) |
| 11 | Kettleman Lane/Westgate Drive | Signalized | 20.5 sec | C | 21.7 sec | C | 22.5 sec | C | 31.1 sec | C |
| 12 | Kettleman Lane/ Lower Sacramento Road | Signalized | 22.1 sec | C | 26.4 sec | C | 27.2 sec | C | 36.4 sec | D |
| 13 | Kettleman Lane/Tienda Drive | Signalized | 12.3 sec | B | 21.5 sec | C | 15.8 sec | B | 30.0 sec | C |
| 14 | Kettleman Lane/Mills Avenue | Signalized | 25.5 sec | C | 29.8 sec | C | 28.1 sec | C | 32.9 sec | C |
| 15 | Kettleman Lane/Ham Lane | Signalized | 30.8 sec | C | 44.6 sec | D | 33.3 sec | C | 50.3 sec | D |
| 16 | Kettleman Lane/Crescent Avenue | Signalized | 13.2 sec | B | 27.9 sec | C | 21.3 sec | C | 33.8 sec | C |
| 17 | Kettleman Lane/Hutchins Street | Signalized | 25.5 sec | C | 35.3 sec | D | 40.0 sec | D | 43.6 sec | D |
| 18 | Kettleman Lane/Church Street | Signalized | 22.0 sec | C | 38.8 sec | D | 25.9 sec | C | 43.1 sec | D |
| 19 | Kettleman Lane/Stockton Street | Signalized | 36.2 sec | D | 32.6 sec | C | 39.4 sec | D | 36.6 sec | D |
| 20 | Kettleman Lane/Central Avenue | Signalized | 9.9 sec | A | 19.0 sec | B | 9.6 sec | A | 19.9 sec | B |
| 21 | Kettleman Lane/Cherokee Lane | Signalized | 24.3 sec | C | 89.8 sec | F | 26.5 sec | C | 109.6 sec | F |
| 22 | Kettleman Lane/SR 99 SB Ramps | Signalized | 13.9 sec | B | 30.6 sec | C | 14.6 sec | B | 31.2 sec | C |
| 23 | Kettleman Lane/SR 99 NB Ramps | Signalized | 11.3 sec | B | 11.8 sec | B | 14.7 sec | B | 21.1 sec | C |
| 24 | Harney Lane/Lower Sacramento Road | All -Way Stop Control | NA ^b | NA ^b | NA ^b | NA ^b | NA ^b | NA ^b | NA ^b | NA ^b |
| 25 | Harney Lane/Ham Lane | Side-Street Stop Control | 22.3 sec (96.0 sec) | C (F) | 8.2 sec (48.7 sec) | A (E) | >120.0 sec (>120.0 sec) | F (F) | >120.0 (>120.0 sec) | F (F) |
| 26 | Harney Lane/Hutchins St. –West Lane | Signalized | 71.7 sec | E | 48.3 sec | D | >120.0 sec 54.7 | F D | >120.0 sec 46.6 | F D |
| 27 | Harney Lane/Stockton Street | Signalized | 9.0 sec | A | 12.6 sec | B | 19.1 sec | B | 70.0 sec | E |
| 28 | Harney Lane/SR 99 SB Ramps | All -Way Stop Control | 57.5 sec | F | 85.7 sec | F | >120.0 sec | F | >120.0 sec | F |
| 29 | Harney Lane/SR 99 NB Ramps | Side-Street Stop Control | 6.1 sec (18.8 sec) | A (C) | 65.5 sec (>120.0 sec) | F (F) | 87.1 sec (>120.0 sec) | F (F) | >120.0 sec (>120.0 sec) | F (F) |
| 30 | Armstrong Lane/Davis Road | All -Way Stop Control | 9.2 sec | A | 9.5 sec | A | 13.2 sec | B | 15.8 sec | C |
| 31 | Armstrong Lane/Lower Sacramento Road | Signalized | 16.4 sec | B | 17.7 sec | B | 25.5 sec | C | 43.6 sec | D |
| 32 | Armstrong Lane/SR 99 SB Ramps | All -Way Stop Control | 8.9 sec | A | 8.8 sec | A | 17.4 sec | C | 15.0 sec | B |
| 33 | Armstrong Lane/SR 99 NB Ramps | Side-Street Stop Control | 6.8 sec (12.9 sec) | A (B) | 7.5 sec (13.0 sec) | A (B) | 9.9 sec (24.9 sec) | A (C) | 12.7 sec (32.1 sec) | B (D) |

| Intersections | Significant Impact | | Recommended Mitigation | |
|---|--------------------|------------|---|--|
| | Existing + Project | Cumulative | Existing + Project | Cumulative |
| 1. Turner Road/Lower Sacramento Road – Woodhaven Lane | v | v | Second westbound left-turn lane (signal retiming would not enhance the signal's per-formance to LOS C). (LTS) | Second westbound, northbound and southbound left-turn lane. (LTS) |
| 2. Turner Road/SR 99 SB Ramps | v | v | Traffic signal. (LTS) | Traffic signal. (LTS) |
| 3. Turner Road/SR 99 NB Ramps | v | v | Traffic signal. (LTS) | Traffic signal. (LTS) |
| 4. Elm Street/Lower Sacramento Road | | v | | Second westbound left-turn lane and signal retimed to a 115.0-second cycle length.(LTS) |
| 5. Lodi Avenue – Sargent Road/Lower Sacramento Road | v | v | Retime signal to a 110.0second cycle length (LTS) | Second left-turn lane in the eastbound and westbound directions and retime to a 110.0second cycle length. (LTS) |
| 6. Lodi Avenue/Ham Lane | v | v | Retime signal to an 80.0second cycle length. (LTS) | In the PM peak hour, retime signal to a 90.0second cycle length resulting in 39.2 sec-ons of average delay (LOS D). (SU in PM peak) <u>(LTS)</u> |
| 10. Kettleman Lane/Davis Road | v | v | Traffic signal. <i>The County and Caltrans are currently planning for a signal at this location.</i> (LTS) | Traffic signal and an additional westbound and eastbound through lane. (LTS) |
| 15. Kettleman Lane/Ham Lane | v | v | Adjust the amount of time given to each signal phase during the PM peak hour and improve intersection coordination offset to better fit traffic conditions. (LTS, but not acceptable LOS) | Add a second northbound left-turn lane. (SU) <u>(LTS)</u> |
| 18. Kettleman Lane/Church Street | v | v | Adjust the southbound lane geometries to a left-turn lane and a shared through-right lane. (LTS) | A westbound and eastbound second left-turn lanes. (LTS) |
| 19. Kettleman Lane/Stockton Street | v | v | Adjust signal phasing splits during the AM peak hour. (LTS) | A northbound second left-turn lane. (LTS) |
| 21. Kettleman Lane/Cherokee Lane | v | v | Add a second northbound and southbound left-turn lane. (LTS) | <u>(LTS)</u> |
| 24. Harney Lane/Lower Sacramento Road | v | v | Traffic signal is under construction by the county.(LTS) | A traffic signal is under construction by the county.(LTS) |
| 25. Harney Lane/Ham Lane | v | v | Traffic signal. (LTS) | Traffic signal and a westbound right-turn lane. (LTS) |
| 26. Harney Lane/Hutchins Street – West Lane | v | v | A eastbound and westbound second through lane and dedicated right-turn lane. (LTS) | A second eastbound and westbound through lane in the directions; a second northbound, southbound, and westbound left-turn lane. (SU) <u>(LTS)</u> |
| 27. Harney Lane/Stockton Street | | v | | A eastbound and westbound second through lane. (LTS) |
| 28. Harney Lane/SR 99 SB Ramps | v | v | Traffic signal. (LTS) | Traffic signal and a eastbound left-turn lane and a westbound second through lane. (LTS) |
| 29. Harney Lane/SR 99 NB Ramps | v | v | Traffic signal. (LTS) | Traffic signal shall be installed and westbound left-turn lane and a eastbound right-turn lane and modify the northbound approach lane configura-tion to a left-turn lane and a shared through-right lane. (LTS) |
| 31. Armstrong Road/Lower Sacramento Road | | v | | Retime signal to a 60.0second cycle length. (LTS) |
| 33. Armstrong Road/SR 99 NB Ramps | | v | | Change operation to an All-Way Stop Control. (LTS) |

Note: v indicates that the project would result in a significant impact '

Source: LSA and Fehr & Peers, 2006.

EIR RELATED QUESTIONS & CONCERNS

City of Lodi City Council

Summary of Water Supply and Demands

| Water Supply | Acre Feet per Year |
|---|--------------------|
| Groundwater | 15,000 |
| Supplemental Safe Yield (Reynolds Ranch) | 374 |
| Supplemental Safe Yield (Westside-Southwest Gateway | 695 |
| Woodbridge Irrigation District | 6,000 |
| Reduction Demand through Conservation and Metering | <u>2,500</u> |
| Total Supply | 24,569 |
| Water Demand | |
| Existing City | 17,011 |
| Reynolds Ranch | 501 |
| Westside-Southwest Gateway | 887 |
| Vacant Land | <u>1,378</u> |
| Total Demand | 19,777 |
| Surplus Supply | 4,792 |

March 21, 2007

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March 16, 2007

Mayor, Bob Johnson
& Lodi City Council
City Hall 221 West Pine Street
Lodi, CA 95240

Dear City Council:

The Lodi Chamber of Commerce Board of Directors and the Government Relations Committee have both reviewed the Westside Development Project coming before you at the March 21st council meeting.

Both groups find this expansion of Lodi residential housing to be well thought out in design, with attractive amenities and adding to the "quality" statement Lodi makes as a community.

We find the elements of the agreement to be advantageous for all concerned not adding burden to the city's infrastructure, and contributing to the city considerable funding for needed projects in other areas of Lodi.

As Lodi's growth continues at a slow pace, we are in favor of this development satisfying in part the need for new housing for the foreseeable future. Therefore we encourage your support, and a favorable vote on both the certification of the EIR and overall project approval of the Westside Project as presented to you on March 21st.

Thank you for your continuing service for our community and your support for this important Westside project.

Respectfully, On Behalf of the 790 Lodi Businesses,
who are the Lodi Chamber of Commerce.

Pat Patrick, President / CEO